

David L. Guevara
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966061

April 20, 2021

Via Email

Nicole Wood-Chi
Associate Regional Counsel
Office of Regional Counsel
US EPA Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604
wood.nicole@epa.gov

Re: Franklin Street Groundwater Site, Spencer, Indiana (the "Site") – Norman Dunigan

Dear Ms. Wood-Chi:

Thank you for conferring with me on April 7, 2021, to discuss the November 30, 2020, Special Notice Letter issued to Norman Dunigan, enclosed herewith as Exhibit A. During our discussion, I explained that Mr. Dunigan's ability to pay for any investigation/remediation is through insurance coverage. Mr. Dunigan's insurance coverage, however, as we discussed, is tenuous. In fact, Mr. Dunigan's insurers, Pekin Insurance and Westfield Insurance, have expressed their intent to file declaratory judgment lawsuits seeking a declaration that they do not owe coverage to their insured for this matter. Mr. Dunigan does not have the financial wherewithal to pay the legal fees and court costs required to defend any such lawsuits and, therefore, the likelihood that the insurers would prevail is significant which would result in Mr. Dunigan not being able to contribute any money to this matter. Mr. Dunigan's insurers, however, have agreed to a cash-out settlement pursuant to which they would contribute \$150,000.00. At the conclusion of our April 7, 2021, discussion, you requested that Mr. Dunigan assemble a proposed "Cash-Out Consent Decree" for your review and comment. The proposed Cash-Out Consent Decree is enclosed herewith as Exhibit B. Below is a summary of the proposed terms for the Cash-Out Consent Decree.

As outlined in the proposed Cash-Out Consent Decree, it is the mutual objective of Mr. Dunigan and the United States Environmental Protection Agency (the "U.S. EPA") for Mr. Dunigan to make a cash payment to resolve his alleged civil liability for the Site under Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, as provided in the Covenants in Section IX of the

Cash-Out Consent Decree, and subject to the Reservations of Rights by United States of America (the “United States”) in Section X of the Cash-Out Consent Decree.

Mr. Dunigan proposes a total lump sum payment of \$150,000.00. That lump sum payment will be made within 30 days of the United States District Court for the Southern District of Indiana’s recording of the Consent Decree on its docket. Failure to make the full \$150,000.00 payment within the 30-day requirement will accrue interest on the unpaid balance from the effective date to through the date of payment. Should Mr. Dunigan fail to comply with the Consent Decree, Mr. Dunigan will reimburse the U.S. EPA for all costs of an action to enforce the Consent Decree, including attorneys’ fees and court costs.

Mr. Dunigan will covenant not to sue and will agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site and the Consent Decree. Subject to certain carve-outs, he will also agree not to assert any claims, and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that he may have for response costs and for natural resource damages and assessment costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site.

In exchange for the lump sum payment and his covenants, the U.S. EPA shall covenant not to sue or to take administrative action against Mr. Dunigan pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), regarding the Site with respect to any present or future liability. The U.S. EPA’s covenant can be subject to a reservation of rights against Mr. Dunigan with respect to all matters not expressly included within those covenants. That reservation of rights can also reserve the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in the Consent Decree, if any financial or insurance information provided by Mr. Dunigan is false or, in any material respect, inaccurate.

The Cash-Out Consent Decree will constitute a judicially-approved settlement pursuant to which Mr. Dunigan has, as of the effective date, resolved his liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of its effective date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in the Consent Decree. Further, the complaint to be filed by the United States in this action will be a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1). Finally, the Consent Decree will constitute a judicially-approved settlement pursuant to which Mr. Dunigan has, as of the effective date, resolved his liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

Nicole Wood-Chi

April 20, 2021

Page 3

I look forward to your response and the final resolution of this matter.

Sincerely,

TAFT STETTINIUS & HOLLISTER LLP

A handwritten signature in black ink, appearing to read "D. Guevara", with a large circular flourish at the end.

David L. Guevara

Enclosures

cc: Dion Novak (via email)

29255751



United States
Environmental Protection
Agency
Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Novak 9265

Official Business
Penalty For Private Use
\$300

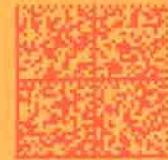
7019 1120 0000 5764 9747

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



7019 1120 0000 5764 9747



U.S. POSTAGE PITNEY BOWES

ZIP 60604 \$ 009.80⁰
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INCOMING

page : 1 of 1

Huldin, John [93]

Goes to B. Sears

10982

DATE: 11/30/2020 TIME: 09:59:51 AM

Mailcode: IND.1.31.36.1

Room No: 3120 No. Pieces: 1

PO #:
Sender: NORM DUNCAN
1) 70191120000057649747

Signature - IST ID# 10982

ver. 6.6.691

*Norm Dunigan
c/o John Huldin*

Taft Stettinius & Hollister

*One ~~Indiana~~ ^{Indiana} Square Suite 3500
Indianapolis IN 46204-4609*



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

SR-6J

**SPECIAL NOTICE LETTER
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED**

Norm Dunigan
c/o John F. Huldin
Taft Stettinius and Hollister
One American Square, Suite 3500
Indianapolis, IN 46204-4609

Re: 3/13/17 East Franklin, Spencer Indiana

Dear Mr Dunigan

This letter follows the general notice letter that the U.S. Environmental Protection Agency (EPA) sent to you on March 6, 2020 in connection with the Franklin Street Groundwater Site ("the Site"), located in Spencer, Indiana. In that letter, EPA notified you of your potential responsibility under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"), 42 U.S.C. § 9607(a), for the cleanup of the Site, including all costs incurred by EPA in responding to releases at the Site. EPA is now contacting you in an attempt to resolve your responsibility at the Site.

Background

Based on an extensive review of records related to the release and/or disposal of hazardous substances at the Site, EPA identified you as one of approximately fifteen (15) potentially responsible parties (PRPs) that contributed hazardous substances to the Site. Under the federal Superfund law, you and the other PRPs at the Site are responsible for the costs of cleaning up the Site.

Special Notice and Negotiation Moratorium

EPA has determined that use of the special notice procedures set forth in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), may facilitate a settlement between you, the other PRPs, and EPA for performance of a Remedial Investigation and Feasibility Study (RI/FS) at the Site. A Remedial Investigation (RI) identifies site characteristics and defines the nature and extent of

soil, air, surface water, and groundwater contamination at the site and the risks posed by the site. A Feasibility Study (FS) evaluates different cleanup options for the site.

Under Section 122(e), this letter triggers a 60-day moratorium on certain EPA response activities at the site. During this 60-day period, you and the other PRPs are invited to participate in formal negotiations with EPA in an effort to reach a settlement to conduct or finance the RI/FS. The 60-day negotiation moratorium will be extended for an additional 30 days if PRPs provide EPA with a “good faith offer” to conduct or finance the RI/FS. If settlement is reached between EPA and the PRPs within the 90-day negotiation moratorium, the settlement will be embodied in an administrative settlement agreement and order on consent for RI/FS (ASAOC or “Administrative Order”).]

Good Faith Offer

A proposed Administrative Settlement Agreement and Order on Consent and Statement of Work is enclosed to assist you in developing a “good faith offer.”¹ As indicated, the 60-day negotiation moratorium triggered by this letter is extended for 30 days if the PRPs submit a “good faith offer” to EPA. A “good faith offer” to conduct or finance the RI/FS is a written proposal that demonstrates the qualifications and willingness of the PRPs to conduct or finance the RI/FS, and includes the following elements:

- A statement of willingness by the PRPs to conduct or finance an RI/FS that is consistent with EPA’s Statement of Work and draft Administrative Settlement Agreement and Order on Consent and provides a sufficient basis for further negotiations;
- A paragraph-by-paragraph response to EPA’s Statement of Work and draft Administrative Settlement Agreement and Order on Consent;
- A detailed description of the work plan identifying how the PRPs plan to proceed with the work;
- A demonstration of the PRPs’ technical capability to carry out the RI/FS, including the identification of the firm(s) that may actually conduct the work or a description of the process they will use to select the firm(s);
- A demonstration of the PRPs’ capability to finance the RI/FS;
- A statement of willingness by the PRPs to reimburse EPA for costs incurred in overseeing the PRPs’ conduct of the RI/FS; and

¹ This draft administrative order on consent is not currently binding on EPA and is subject to revision and approval by EPA and DOJ. It is based on the model RI/FS ASAOC, which is available at https://cfpub.epa.gov/compliance/models/view.cfm?model_ID=792.

- The name, address, and phone number of the party or steering committee who will represent the PRPs in negotiations.

Demand for Reimbursement of Costs

With this letter, EPA demands that you reimburse EPA for its costs incurred to-date and encourages you to voluntarily negotiate a consent order in which you and other PRPs agree to perform the RI/FS.

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, EPA has already taken certain response actions and incurred certain costs in response to conditions at the Site. These response actions include: National Priorities List (NPL) Site listing and preliminary analysis of available Site information to prepare for RI/FS negotiations. EPA is seeking to recover from you and other PRPs at the Site its response costs and all the interest authorized to be recovered under Section 107(a) of CERCLA, 42 U.S.C. § 9607. To date, the approximate total response costs identified through May 15, 2020 for the Site are \$328,735.87. Under Section 107(a) of CERCLA, EPA hereby makes a demand for payment from you and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a). A summary of these costs is enclosed as Attachment 1.

EPA also anticipates expending additional funds for response activities, which may include a remedial action or oversight of a remedial action. Whether EPA funds the response action or simply incurs costs by overseeing the parties conducting the response activities, you are potentially liable for the expenditures plus interest.

Some or all of the costs associated with this notice may be covered by current or past insurance policies issued to you or your company. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether you should notify your insurance carrier(s) of this demand, you may wish to review current and past policies. Coverage depends on many factors, such as the language of the particular policy and state law.

In the event that you file for protection in a bankruptcy court, you must include EPA as creditor, because EPA has a potential claim against you. EPA reserves the right to file a proof of claim or application for reimbursement of administrative expenses.

PRP Steering Committee

To assist PRPs in negotiating with EPA concerning this matter, EPA is attaching to this letter a list of the names of other PRPs to whom it is sending this Notice.

EPA recommends that all PRPs meet to select a steering committee responsible for representing the group's interests. EPA recognizes that the allocation of responsibility among PRPs may be difficult. If PRPs are unable to reach consensus among themselves, we encourage the use of the services of a neutral third party to help allocate responsibility. Third parties are available to facilitate negotiations. At the PRPs' request, EPA will provide a list of experienced third-party mediators, or help arrange for a mediator.

Administrative Record

In accordance with Section 113 of CERCLA, 42 U.S.C. § 9613, EPA has established an Administrative Record containing the documents that serve as the basis for EPA's selection of the appropriate response action for the Site. This Administrative Record is located at <https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.scs&id=0510959&doc=Y&colid=39630®ion=05&type=SC> and is available to the public for inspection and comment. The Administrative Record is also available for inspection and comment at the Superfund Records Center, EPA Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604 (312) 886-4465. You may wish to review the Administrative Record to assist you in responding to this letter, but your review should not delay such response beyond the 60-day period provided by CERCLA.

PRP Response and EPA Contact Person

You are encouraged to contact EPA within 10 days of receipt of this letter to indicate your willingness to participate in future negotiations concerning this Site. You may respond individually or through a steering committee if such a committee has been formed. If EPA does not receive a timely response, EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with the Site, and that you have declined any involvement in performing the response activities.

Your response to this Special Notice Letter and the demand for costs included herein, including written proposals to perform the RI/FS for the Site, should be sent to:

U.S. Environmental Protection Agency
Dion Novak, Remedial Project Manager (SR-6J)
77 West Jackson Boulevard
Chicago, Illinois 60604
(312) 886-4737

The factual and legal discussions in this letter are intended solely to provide notice and information, and such discussions are not to be construed as a final EPA position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by the conditions at the Site, EPA urges that you give immediate attention and prompt response to this letter.

In addition, EPA has notified the Federal Natural Resource Trustee² of its intention to perform or enter into negotiations for the performance of an RI/FS at the Site.

Resources and Information for Small Businesses

² The Natural Resource Trustees are government agencies that have been given the authority to assess the injury to natural resources caused by the release of hazardous substances and to seek the restoration, replacement, or acquisition of equivalent natural resources. The Federal Natural Resource Trustees include the Departments of Agriculture, Commerce, Defense, Energy, and Interior. In addition, states and tribes are Natural Resource Trustees.

As you may be aware, on January 11, 2002, President Bush signed into law the "Small Business Liability Relief and Brownfields Revitalization Act" (SBLRBRA). This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may download a copy of the law at <https://www.epa.gov/brownfields/brownfields-laws-and-regulations> and review EPA guidance regarding these exemptions at <http://cfpub.epa.gov/compliance/resources/policies/cleanup/superfund/>.

In addition, if you are a "service station dealer" who accepts used oil for recycling, you may qualify for an exemption from liability under Section 114(c) of CERCLA, 42 U.S.C. § 9614(c). EPA guidance regarding this exemption can be found on the Agency's website at <http://www.epa.gov/enforcement/guidance-superfunds-service-station-dealers-exemption>. If you believe you may qualify for the exemption, please contact [**name, phone number, email of attorney/RPM/enforcement specialist**] to request an application/information request specifically designed for service station dealers.

EPA has created a number of helpful resources for small businesses. EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at <http://www.epa.gov/compliance/compliance-assistance-centers>. In addition, information on contacting EPA's Small Business Ombudsman is available at <http://www.epa.gov/resources-small-businesses/forms/contact-us-about-resources-small-businesses>. Finally, EPA has developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act (SBREFA) and information on resources for small businesses, which is enclosed with this letter and available on the Agency's website at <http://www.epa.gov/compliance/small-business-resources-information-sheet>.

If you have any questions regarding the technical aspects of this letter, please contact Dion Novak, Remedial Project Manager, at (312) 886-4737 or at novak.dion@epa.gov. If you have an attorney handling your legal matters, please direct his or her questions to Nicole Wood-Chi, Assistant Regional Counsel, at (312) 886-0664 or at wood.nicole@epa.gov.

My staff and I look forward to working with you during the coming months.

My staff and I look forward to working with you during the coming months.

Sincerely,

11/24/2020

X Karen Kirchner for

Joan Tanaka, Chief
Superfund and Emergency Management Div...
Signed by: Kirchner, Karen

Enclosures

1. Proposed RI/FS ASAOC with Appendices
2. Itemized Cost Summary
3. List of Respondents
4. SBREFA Fact Sheet

cc: R. Ramsey, IDEM
D. Novak, SEMD
N. Wood-Chi, ORC
E. Admire, IDEM
J. Davis, IDNR
A. Kenney, U.S. FWS

Appendix A Respondents

- 1) Boston Scientific Corporation
- 2) Demil Indiana LLC
- 3) Kooshard Property I LLC
- 4) Linda Childs
- 5) Mac's Convenience Stores LLC
- 6) Norm Dunigan
- 7) Sally Vance
- 8) Spencer Pride, Inc.
- 9) Stello Products
- 10) TBH, LLC
- 11) Ten South Main Street Partnership
- 12) Victoria Comte Revocable Trust
- 13) William and Teresa Gedig

Appendix B Fact Sheet SBREFA



U.S. EPA Small Business Resources Information Sheet

The United States Environmental Protection Agency provides an array of resources to help small businesses understand and comply with federal and state environmental laws. In addition to helping small businesses understand their environmental obligations and improve compliance, these resources will also help such businesses find cost-effective ways to comply through pollution prevention techniques and innovative technologies.

Small Business Programs

www.epa.gov/smallbusiness
EPA's Office of Small Business Programs (OSBP) advocates and fosters opportunities for direct and indirect partnerships, contracts, and sub-agreements for small businesses and socio-economically disadvantaged businesses.

EPA's Asbestos Small Business Ombudsman

www.epa.gov/sbo or 1-800-368-5888
The EPA Asbestos and Small Business Ombudsman (ASBO) serves as a conduit for small businesses to access EPA and facilitates communications between the small business community and the Agency.

EPA's Compliance Assistance Homepage

www2.epa.gov/compliance
This page is a gateway industry and statute-specific environmental resources, from extensive web-based information to hotlines and compliance assistance specialists.

EPA's Compliance Assistance Centers

www.assistancecenters.net
EPA's Compliance Assistance Centers provide information targeted to industries with many small businesses. They were developed in partnership with industry, universities and other federal and state agencies.

Agriculture

www.epa.gov/agriculture/

Automotive Recycling

www.ecarcenter.org

Automotive Service and Repair
ccar-greenlink.org/ or 1-888-GRN-LINK

Chemical Manufacturing
www.chemalliance.org

Construction
www.cicacenter.org or 1-734-995-4911

Education
www.campuserc.org

Food Processing
www.fpeac.org

Healthcare
www.hercenter.org

Local Government
www.lgean.org

Metal Finishing
www.nmfrc.org

Paints and Coatings
www.paintcenter.org

Printing
www.pneac.org

Ports
www.portcompliance.org

Transportation
www.tercenter.org

U.S. Border Compliance and Import/Export Issues
www.bordercenter.org

EPA Hotlines, Helplines and Clearinghouses

www2.epa.gov/home/epa-hotlines
EPA sponsors many free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements. Some examples are:

Clean Air Technology Center (CATC) Info-line
www.epa.gov/ttn/catc or 1-919-541-0800

Superfund, TRI, EPCRA, RMP and Oil Information Center
www.epa.gov/superfund/contacts/infocenter/index.htm or 1-800-424-9346

EPA Imported Vehicles and Engines Public Helpline
www.epa.gov/otaq/imports or 734-214-4100

National Pesticide Information Center
www.npic.orst.edu/ or 1-800-858-7378

National Response Center Hotline to report oil and hazardous substance spills - www.nrc.uscg.mil or 1-800-424-8802

Pollution Prevention Information Clearinghouse (PPIC) - www.epa.gov/opptintr/ppic or 1-202-566-0799

Safe Drinking Water Hotline - www.epa.gov/drink/hotline/index.cfm or 1-800-426-4791

Stratospheric Ozone Protection Hotline

www.epa.gov/ozone/comments.htm or 1-800-296-1996

Toxic Substances Control Act (TSCA) Hotline

tsc-hotline@epa.gov or 1-202-554-1404

Small Entity Compliance Guides

<http://www.epa.gov/sbrefa/compliance-guides.html>

EPA publishes a Small Entity Compliance Guide (SECG) for every rule for which the Agency has prepared a final regulatory flexibility analysis, in accordance with Section 604 of the Regulatory Flexibility Act (RFA).

Regional Small Business Liaisons

<http://www.epa.gov/sbo/rsbl.htm>

The U.S. Environmental Protection Agency (EPA) Regional Small Business Liaison (RSBL) is the primary regional contact and often the expert on small business assistance, advocacy, and outreach. The RSBL is the regional voice for the EPA Asbestos and Small Business Ombudsman (ASBO).

State Resource Locators

www.envcap.org/statetools

The Locators provide state-specific contacts, regulations and resources covering the major environmental laws.

State Small Business Environmental Assistance Programs (SBEAPs)

www.epa.gov/sbo/507program.htm

State SBEAPs help small businesses and assistance providers understand environmental requirements and sustainable business practices through workshops, trainings and site visits.

EPA's Tribal Portal

www.epa.gov/tribalportal/

The Portal provides access to information on environmental issues, laws, and resources related to federally recognized tribes.

EPA Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions. EPA has two such policies that may apply to small businesses:

EPA's Small Business Compliance Policy

www2.epa.gov/enforcement/small-businesses-and-enforcement

This Policy offers small businesses special incentives to come into compliance voluntarily.

EPA's Audit Policy

www2.epa.gov/compliance/epas-audit-policy

The Policy provides incentives to all businesses that voluntarily discover, promptly disclose and expeditiously correct their noncompliance.

Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established a SBREFA Ombudsman and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System designation, number of employees or annual receipts, as defined at 13 C.F.R. 121.201; in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247).

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation. EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community in response to comments made under SBREFA.

Your Duty to Comply

If you receive compliance assistance or submit a comment to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate. Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process.

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act or related provisions.

Normalized Cost Summary

FRANKLIN ST. G/W CONTAMINATION, SPENCER, VT SITE ID = C5 Y6

Cumulative Site Expenditures Through 04/15/2020.

PERSONAL PAYROLL COSTS	\$53,167.00
PERSONAL QUARTERS PAYROLL COSTS	\$1,000.00
PERSONAL TRAVEL COSTS	\$1,597.00
ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT	
TOEROEK ASSOCIATES, INC. (EPS51401)	\$12,634.15
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)	
TECHLAW, INC. (EPW13025)	\$2,467.60
SUPERFUND COOPERATIVE AGREEMENT (SCA)	
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (V04E00994)	\$766.25
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (V05E00780)	\$8,325.00
INDIANA DEPARTMENT OF ENVIRONMENT MANAGEMENT (V05E00994) ...	\$3,662.89
INDIANA DEPARTMENT OF ENVIRONMENT MANAGEMENT (V06E00780) ...	\$20,597.36
SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)	
WESTON SOLUTIONS, INC. (EPS50604)	\$2,863.71
TECHNICAL AND ANALYTICAL SUPPORT CONTRACT (TAS)	
COMPUTER SCIENCES CORPORATION (EPW10016)	\$118,274.56
TECHNICAL SERVICE AND SUPPORT	
PRIMUS SOLUTIONS, INC. (EPW11024)	\$11.51
ARCTIC SLOPE MISSION SERVICES (EPW17011)	\$434.70
EPA INDIRECT COSTS	\$124,597.10
EPA COSTS BEFORE PREJUDGMENT INTEREST	\$317,562.10

Itemized Cost Summary

FRANKLIN ST. GW CONTAMINATION, SHELTER, IN SITE ID = C5 Y6

Cumulative Site Expenditures Through 05/15/2020.

Prejudgment Interest	\$11,173.77
Total Site Costs:	\$328,735.87

Region 1 Payroll Costs

APPROXIMATE PERCENTAGE OF EXAMINATION, SPENDING, by SITE ID - C5 Y8

Sum of Expenditures Through 6/5/2020

	<u>Fiscal</u>	<u>Pay</u>	<u>Payroll</u>	<u>Payroll</u>
	<u>Year</u>	<u>Period</u>	<u>Hours</u>	<u>Costs</u>
NOVA	2016	05	2.25	126.60
Environmental Engineer		03	1.00	57.14
		07	5.25	300.08
		08	6.75	385.32
		09	7.00	405.25
	2017	10	2.00	112.29
	2018	02	0.25	14.02
			<u>24.50</u>	<u>\$1,403.20</u>
ROSE, DENISE	2017	10	2.00	172.39
CRIMINALIST	2018	17	0.50	43.94
			<u>2.50</u>	<u>\$216.33</u>
BRANTLEY, CRYSTAL	2017	06	7.00	202.19
Environmental Engineer (Sam)		07	2.00	57.77
		09	2.00	58.46
		19	1.00	30.24
		20	1.00	29.22
			<u>13.00</u>	<u>\$377.88</u>
MARITOTE, JOHN	2014	03	0.50	28.20
ENVIRONMENTAL PROTECTION SPECIALIST			<u>0.50</u>	<u>\$28.20</u>
MUNIZ-MIRET, NURIA	2017	07	4.00	300.15
ENVIRONMENTAL PROTECTION SPECIALIST		09	6.50	499.55
		10	9.00	691.67
		11	4.00	307.42
		18	1.50	115.28
		20	2.25	172.92
			<u>27.25</u>	<u>\$2,086.99</u>
NOVAK, DION	2018	20	13.50	1,090.76
ENVIRONMENTAL ENGINEER		21	5.00	404.00
		25	2.00	161.59
	2019	01	2.50	202.00
		02	15.00	1,211.95
		03	3.50	282.73
		13	2.00	164.39

Regional Payroll Costs

FRANKLIN STREET CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Cumulative Site Expenditures Through 05/15/2020.

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
NOVAK, DION	2019	14	2.00	164.46
		15	13.50	1,110.15
		16	1.50	123.37
		17	13.50	1,110.17
		21	1.00	82.23
		22	15.50	1,274.63
		23	5.00	411.20
	2020	08	13.75	1,185.70
		09	19.25	1,659.94
		10	9.00	776.07
		11	8.25	711.41
		12	11.50	991.65
		14	3.00	258.69
			<u>160.25</u>	<u>\$13,377.14</u>
PRICE, AARON CIVIL INVESTIGATOR	2018	24	1.00	66.26
		25	1.00	68.20
		26	2.50	170.50
	2019	01	0.50	34.10
		02	13.00	886.57
		03	7.00	477.39
		09	0.50	34.30
		16	4.50	312.58
		18	3.50	243.12
		19	1.00	69.47
		20	5.50	382.06
		21	0.50	34.73
		22	0.50	34.73
		23	0.50	34.73
	2020	11	0.50	36.43
		12	2.00	145.75
			<u>44.00</u>	<u>\$3,030.92</u>
SMITH, ROBERT Attorney-Adviser	2017	18	2.75	249.04
		19	1.50	135.83
			<u>4.25</u>	<u>\$384.87</u>
TANAKA, JOAN	2017	10	1.75	177.97

Regional Payroll Costs

FRANKLIN COUNTY, VERMONT, 2014-2015, 2016-2017, 2018-2019, 2020-2021 = 0.5 YR

Regional expenditures through 12/31/2020.

Employee Name	Year	Period	Payroll Hours	Payroll Costs
ENVIRONMENTAL ENGINEER	2014	04	0.25	\$5.93
		15	0.25	\$5.93
			2.25	\$179.83
PAULOR, DARIUS	2014	03	0.50	\$29.70
FINANCIAL SPECIALIST			0.50	\$29.70
Sub Total Regional Payroll Costs			279.00	\$21,165.06

Headquarters Payroll Costs

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Cumulative Site Expenditures Through 05/15/2020.

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WELSH, JENNIFER	2017	18	2.00	169.84
ENVIRONMENTAL SCIENTIST				
			2.00	\$169.84
Total Headquarters Payroll Costs			2.00	\$169.84

Regional
 TAA06 - G.W. CONTAMINATED AREA, SITE 3H12
 Alternative Site Expenditures through 05/15/2020

Traveler/Vendor Name	Invoice Number	Invoice Date	Treasury Schedule Date	Travel Costs
MCVAK, DION	TAA0606	06/19/2019	05/23/2019	604.03
	TAA0607	07/19/2019	07/31/2019	515.24
	TAA0608	08/19/2019	03/19/2020	170.70
	TAA0609	09/19/2019	03/19/2020	297.38
				<u>\$1,587.37</u>
Total Regional Travel Costs				<u><u>\$1,587.37</u></u>

Report Title: Travel Costs

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Cumulative Site Expenditures Through 05/15/2020.

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
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Appendix 2

Contract Line

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = 05 Y3

Cumulative Site Expenditures Through 05/15/2020

ENFORCEMENT SUPPORT SERVICES (ESS) CONTRACT

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPS51401

Delivery Order Information	DO #	Start Date	End Date
	00001	08/01/2019	02/29/2020

Project Officer(s): QUIGLEY, EDWARD

Dates of Service: From: 08/01/2019 To: 02/29/2020

Summary of Service: TECHNICAL AND ANALYTICAL SUPPORT SERVICE

Total Costs: \$12,634.15

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
58	AVC200004	Provisional	0.152866
59	AVC200030	Provisional	0.152866
60	AVC200070	Provisional	0.152866
63	AVC200158	Provisional	0.152866
64	AVC200187	Provisional	0.152866

Terminal Costs

AVC150251, ENVIRONMENTAL, SPENDING, SITE ID = C5 Y8

Cumulative Expenditures Through 09/15/2015

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (ESAT)

Contract Number: TECHLAW, INC.

Contract Number: EPW13023

Contract Information: DO # Start Date End Date
00001 02/01/2015 08/28/2015

Contract Officer(s): PHAM, HOV/ARID

Contract Service: From: 08/01/2015 To: 08/28/2015

Contract of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Terminal Costs: \$2,467.60

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount
30740124	09/08/2015	75,545.02	AVC150251 09/24/2015	2,467.60
Total:				\$2,467.60

Contract Costs

FRANKLIN ST. LSW CONTAMINATION, SPENCER, IN SITE ID = C5 Y3

Cumulative Site Expenditures Through 05/15/2020.

RIUND COOPERATIVE AGREEMENT (SCA)

State Agency: INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

S A Number: V04EC0994

Project Officer(s): FRANCES DEAN

Dates of Service: From: 04/01/2013 To: 03/31/2019

Summary of Service:

Total Costs: \$766.25

<u>Drawdown Number</u>	<u>Drawdown Date</u>	<u>Drawdown Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
356000158B	02/13/2019	17,220.21	90441810987 02/13/2019	766.25
			Total:	<u><u>\$766.25</u></u>

04/26/2017

NOTICE OF WORK ORDER FOR CUMULATIVE SITE MONITORING

Cumulative Site Monitoring Through 05/1

CUMULATIVE SITE MONITORING AGREEMENT

State Agency: INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

SCA Number: V05E00760

Project Officer(s): FRANCES DEAN

Dates of Service: From: 04/01/2016 To: 03/31/2017

Summary of Services

Total Costs: \$8,325.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
356000158B	02/21/2017	95,531.00	70521810987	02/21/2017	4,160.00
356000158B	04/26/2017	132,370.00	71161810987	04/26/2017	4,165.00
Total:					\$8,325.00

Contract Costs

FRANKLIN ST. GRY CONTAMINATION, SPRINGFIELD, MO SITE ID = C5 Y8

Cumulative Site Expenditures Through 03/31/2020.

UNITED COOPERATIVE AGREEMENT (UCA)

Agency: INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Contract Number: V05E00094

Project Officer(s): FRANCIS DEAN

Dates of Service: From: 04/01/2019 To: 03/31/2020

Summary of Service:

Total Costs: \$3,662.89

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
356000158B	06/17/2019	11,089.39	91631810937	06/17/2019	1,612.74
356000158B	08/07/2019	15,342.36	92191810937	08/07/2019	1,013.15
356000158B	09/10/2019	3,657.44	92531810937	09/10/2019	413.22
356000158B	11/08/2019	20,192.42	03121810937	11/08/2019	560.04
356000158B	01/13/2020	7,198.25	00131810937	01/13/2020	38.70
356000158B	02/12/2020	10,783.23	00431810937	02/12/2020	20.04
Total:					\$3,662.89

Contract Costs

EXPENSE IN G.L. GW CONTAMINATION, SPENCER, IN (CPI)

Cumulative Site Expenditures Through 05/15/2018

STATE REFUND COOPERATIVE AGREEMENT (SCA)

State Agency: INDIANA DEPARTMENT OF ENVIRONMENT MANAGEMENT

SCA Number: V06E00780

Project Officer(s): FRANCES DEAN

Dates of Service: From: 04/01/2017 To: 03/31/2018

Summary of Services:

Total Costs: \$20,597.36

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
356000158B	08/08/2017	99,385.00	72201810987	08/08/2017	9,252.00
356000158B	01/02/2018	93,341.13	80021810987	01/02/2018	5,239.10
356000158B	02/23/2018	133,776.73	80541810987	02/23/2018	4,561.35
356000158B	06/27/2018	43,741.51	81781810987	06/27/2018	1,544.41
				Total:	\$20,597.36

Contract Costs

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN RFI # 05 Y3

Cumulative Site Expenditures Through 05/16/2014

SUPERFUND TECH. ASSISTANCE & RESPONSE TEAM (START)

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS50604

Delivery Order Information DO # Start Date End Date
 5001 10/26/2013 04/25/2014

Project Officer(s): CHUMMAR, SAM
 STANUCH, GAIL

Dates of Service: From: 10/26/2013 To: 04/25/2014

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$2,868.71

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
1-A86	12/20/2013	443,537.12	AVC140071 01/14/2014	1,554.66	95.37
1-A88	01/17/2014	529,253.48	AVC140091 02/12/2014	431.26	26.46
1-A89	02/14/2014	422,237.26	AVC140110 03/12/2014	75.04	4.60
1-A90	03/20/2014	378,831.12	AVC140129 04/07/2014	444.35	27.26
1-A91	04/16/2014	414,145.04	AVC140149 05/05/2014	129.43	7.94
1-A92	05/09/2014	406,770.74	AVC140169 05/29/2014	68.16	4.18
Total:				\$2,702.90	\$165.81

Contract

ENGINEER - 10/26/2013-04/25/2014, IN SITE ID = 05133.

Expenditure: 05/15/2020.

ENGINEER - 10/26/2013-04/25/2014, IN SITE ID = 05133.

Contract Name: ENGINEER SOLUTIONS, INC.

Contract Number: 10/26/2013

Activity Order Information: 10/26/2013 Start Date: 04/25/2014 End Date: 04/25/2014

Project Officer(s): HUMMAR, SAM
STANUCH, GAIL

Dates of Service: From: 10/26/2013 To: 04/25/2014

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$2,868.71

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
1-A86	AVC140071	Provisional	0.061347
1-A88	AVC140091	Provisional	0.061347
1-A89	AVC140110	Provisional	0.061347
1-A90	AVC140129	Provisional	0.061347
1-A91	AVC140149	Provisional	0.061347
1-A92	AVC140169	Provisional	0.061347

Contract Details

H. APRILIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Cumulative Site Expenditures Through 05/15/2020.

TECHNICAL AND ANALYTICAL SUPPORT CONTRACT (TAS)

Contractor Name: COMPUTER SCIENCES CORPORATION

EPA Contract Number: EPW10016

Project Officer(s): MITCHELL, CRYSTAL
UPAH, KEITH
WENDEL, JENNIFER

Dates of Service: From: 12/31/2016 To: 04/26/2019

Summary of Service: TECHNICAL AND ANALYTICAL SUPPORT SERVICE

Total Costs: \$118,274.56

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
4846.4-0006	02/02/2017	168,559.88	AVC170109 02/15/2017	16.02	12.31
4846.4-0007	03/02/2017	172,709.43	AVC170136 03/23/2017	357.44	274.58
4846.4-0008	04/06/2017	227,085.23	AVC170157 04/19/2017	6,047.54	4,645.60
4846.4-0009	05/09/2017	164,579.00	AVC170181 05/23/2017	2,437.92	1,872.76
4846.4-0011	06/02/2017	170,223.49	AVC170197 06/15/2017	3,998.40	3,071.49
4846.4-0012	07/12/2017	222,730.68	AVC170224 07/25/2017	2,327.19	1,787.70
4846.4-0014	08/31/2017	178,021.66	AVC180007 10/10/2017	13,468.11	10,345.93
4846.4-0015	10/05/2017	202,997.40	AVC180015 10/18/2017	8,013.65	6,155.93
4846.4-0016	11/02/2017	171,901.05	AVC180038 11/15/2017	3,517.75	2,161.81
4846.4-0017	11/30/2017	171,943.51	AVC180065 12/13/2017	8,541.78	5,249.30
4846.4-0018	01/05/2018	196,944.57	AVC180115 02/02/2018	2,206.47	1,355.97
4846.4-0019	02/05/2018	170,454.41	AVC180131 02/23/2018	855.84	525.95
4846.4-0021	04/06/2018	206,500.80	AVC180197 04/26/2018	1,464.60	900.06
4846.4-0023	06/01/2018	146,057.29	AVC180234 06/14/2018	3,826.11	2,351.31
4846.4-0022	05/04/2018	179,306.91	AVC180278 08/14/2018	12,605.06	7,746.36
C04846.4-0036	05/03/2019	151,902.25	AVC190200 05/20/2019	82.76	50.86
Total:				\$69,766.64	\$48,507.92

General Costs

FRANCO INTELIGENCE & EXAMINATION, SPECIAL SERVICES, FY 2016

Expenditures Through 04/26/2016

TECHNICAL AND ANALYTICAL SUPPORT TO COMINT PAGE (TAS)

Contractor Name: CRYSTAL & CLIENTS CORPORATION
 Contract Number: 01V7605
 Contract Officer(s): MITCHELL, CRYSTAL
 UPANI, NITIN
 WENIGER, JENNIFER
 Period of Service: From: 12/31/2015 To: 04/26/2016
 Summary of Service: TECHNICAL AND ANALYTICAL SUPPORT SERVICE
 Total Costs: \$113,274.56

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
4346.4-0006	AVC170109	Final	0.768180
4346.4-0007	AVC170136	Final	0.768180
4346.4-0003	AVC170157	Final	0.768180
4346.4-0009	AVC170181	Final	0.768180
4346.4-0011	AVC170197	Final	0.768180
4346.4-0012	AVC170224	Final	0.768180
4346.4-0014	AVC180007	Final	0.768180
4346.4-0015	AVC180015	Final	0.768180
4346.4-0016	AVC180033	Provisional	0.614544
4346.4-0017	AVC180065	Provisional	0.614544
4346.4-0018	AVC180115	Provisional	0.614544
4346.4-0019	AVC180131	Provisional	0.614544
4346.4-0021	AVC180197	Provisional	0.614544
4346.4-0023	AVC180234	Provisional	0.614544
4346.4-0022	AVC180278	Provisional	0.614544
4346.4-0036	AVC190200	Provisional	0.614544

Contract Description

FRANKLIN CO. GW CONTAMINATION, SUPERFUND, IN SITE ID = 00743
 Alternative Site Expenditures Through 05/15/2020.

TECHNICAL SERVICE AND SUPPORT

Contractor Name: PRIMUS SOLUTIONS, INC.
 EPA Contract Number: FPM11024
 Delivery Order Information: DO# Start Date End Date
 00019 02/29/2016 03/27/2016
 Project Officer(s): CALVIN, LYNN
 Dates of Service: From: 02/29/2016 To: 03/27/2016
 Summary of Service: TECHNICAL SERVICES AND SUPPORT
 Total Costs: \$11.51

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
45	04/11/2016	91,123.48	AVC160176 05/27/2016	11.51
			Total:	\$11.51

Contract Costs

11 AMBLIN ST. GW CONTAMINATION, SPENCER, IN 11-10-65 Y8

Cumulative Site Expenditures Through 02/15/2018

AMBLIN ST. GW LAND SUPPORT

Contract Name: ARCTIC SLOPE MISSION SERVICES

Contract Number: EPW17011

Delivery Order Information: DQ # Start Date End Date
00042 01/01/2018 01/28/2018

Project Officer(s): QUESADA, TODD

Dates of Service: From: 01/01/2018 To: 01/28/2018

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$434.70

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
12	02/15/2018	95,651.13	AVC180138 03/01/2018	434.70
Total:				\$434.70

EPA Indirect Costs

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Cumulative Site Expenditures Through 05/15/2020.

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
2014	2,926.61	77.22%	2,259.83
2015	2,467.60	61.96%	1,528.92
2016	1,288.40	58.49%	753.59
2017	47,908.18	55.39%	26,536.33
2018	105,143.18	63.77%	67,049.81
2019	13,744.38	79.65%	10,947.40
2020	19,486.65	79.65%	15,521.12
	<u>192,965.00</u>		
Total EPA Indirect Costs			<u>\$124,597.10</u>

ANNUAL PAYROLL/CONTINGENT WORK, IN SITE

Cumulative Site Expenses through 05/15/2014.

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MARFOTE, JOHN	2014	28.70	77.22%	21.73
		28.70		\$21.73
TAI OR, DARIUS	2014	29.70	77.22%	22.93
		29.70		\$22.93
Total Fiscal Year 2014 Payroll Direct Costs:		57.90		\$44.71

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPS50604	1-A86	01/14/2014	1,554.66	95.37	77.22%	1,274.15
	1-A88	02/12/2014	431.26	26.46	77.22%	353.45
	1-A89	03/12/2014	75.04	4.60	77.22%	61.50
	1-A90	04/07/2014	444.35	27.26	77.22%	364.13
	1-A91	05/05/2014	129.43	7.94	77.22%	106.03
	1-A92	05/29/2014	68.16	4.18	77.22%	55.86
			2,702.90	165.81		\$2,215.22
Total Fiscal Year 2014 Other Direct Costs:			2,702.90	165.81		\$2,215.22
Total Fiscal Year 2014:			2,926.61			\$2,259.93

Indirect Costs

FRANKLIN ST. CW CONT. AMMUNITION, SPENCER, IN LIFE PD - C5 Y8

Cumulative Indirect Expenditures Through 05/15/2020.

OTHER DIRECT COSTS

Contract IAG, SCA, Misc. NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW13025	3074.01-24	09/24/2015	2,467.60	0.00	61.96%	1,528.92
			2,467.60	0.00		\$1,528.92
Total Fiscal Year 2015 Other Direct Costs:			2,467.60	0.00		\$1,528.92
Total Fiscal Year 2015:			2,467.60			\$1,528.92

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
AULTZ, ERICA	2016	05	128.60	58.49%	75.22
		06	57.14	58.49%	33.42
		07	300.08	58.49%	175.52
		08	385.82	58.49%	225.67
		09	405.25	58.49%	237.03
			1,276.89		\$746.86
Total Fiscal Year 2016 Payroll Direct Costs:			1,276.89		\$746.86

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc. NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW11024	45	05/27/2016	11.51	0.00	58.49%	6.73
			11.51	0.00		\$6.73
Total Fiscal Year 2016 Other Direct Costs:			11.51	0.00		\$6.73
Total Fiscal Year 2016:			1,288.40			\$753.59

EPA Label 4

FRANKLIN T. NEW CONTAMINATION, 7 R, IN SITE 10-00000

Cumulative Site Expenditure as of 09/15/2020

PAYROLL OVERHEADS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Indirect Costs (%)</u>	<u>Indirect Costs</u>
MUZZ, ERICA	2017	10	112.29	55.39%	62.20
			112.29		\$62.20
BOONE, DENISE	2017	10	172.39	55.39%	95.49
			172.39		\$95.49
BRANTLEY, CHRYSTAL	2017	06	202.19	55.39%	111.99
		07	57.77	55.39%	32.00
		09	58.46	55.39%	32.38
		19	30.24	55.39%	16.75
		20	29.22	55.39%	16.18
			377.88		\$209.30
MUNIZ-MIRET, NURIA	2017	07	300.15	55.39%	166.25
		09	499.55	55.39%	276.70
		10	691.67	55.39%	383.12
		11	307.42	55.39%	170.28
		13	115.23	55.39%	63.85
		20	172.92	55.39%	95.78
			2,086.99		\$1,155.98
SMITH, ROBERT	2017	18	249.04	55.39%	137.94
		19	135.83	55.39%	75.24
			384.87		\$213.18
TANAKA, JOAN	2017	10	177.97	55.39%	98.58
			177.97		\$98.58

EPA II - Direct Costs

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID: 05 Y3

Cumulative Site Expenditures Through 05/15/2020.

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WENDEL, JENNIFER	2017	13	169.84	55.39%	94.07
			169.84		\$94.07
Total Fiscal Year 2017 Payroll Direct Costs:			3,482.23		\$1,928.80

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc. NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10016	4846.4-0006	02/15/2017	16.02	12.31	55.39%	15.69
	4846.4-0007	03/23/2017	357.44	274.58	55.39%	350.08
	4846.4-0008	04/19/2017	6,047.54	4,645.60	55.39%	5,922.93
	4846.4-0009	05/23/2017	2,437.92	1,872.76	55.39%	2,387.69
	4846.4-0011	06/15/2017	3,998.40	3,071.49	55.39%	3,916.01
	4846.4-0012	07/25/2017	2,327.19	1,787.70	55.39%	2,279.24
			15,184.51	11,664.44		\$14,871.64
V05E00780	356000158B	02/21/2017	4,160.00	0.00	55.39%	2,304.22
		04/26/2017	4,165.00	0.00	55.39%	2,306.99
			3,325.00	0.00		\$4,611.21
V06E00780	356000158B	08/08/2017	9,252.00	0.00	55.39%	5,124.68
			9,252.00	0.00		\$5,124.68
Total Fiscal Year 2017 Other Direct Costs:			32,761.51	11,664.44		\$24,607.53
Total Fiscal Year 2017:			47,908.18			\$26,536.33

Caption Table 1. Expenditures through 10/1/2020.

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10016	4846.4-0014	10/10/2017	13,468.11	10,345.93	63.77%	15,186.21
	4846.4.0015	10/18/2017	2,765.78	2,124.62	63.77%	3,118.61
			5,247.87	4,031.31	63.77%	5,917.33
	4846.4.0016	11/15/2017	3,517.75	2,161.81	63.77%	3,621.86

EPA Indirect Costs

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Cumulative Site Expenditures Through 05/15/2020.

OTHER DIRECT COSTS

Contract, iAG, SCA, Misc NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
PW10016	4846.4.0017	12/13/2017	8,541.78	5,249.30	63.77%	8,794.57
	4846.4.0018	02/02/2018	2,206.47	1,355.97	63.77%	2,271.77
	4846.4.0019	02/23/2018	855.84	525.95	63.77%	881.17
	4846.4.0021	04/26/2018	1,464.60	900.06	63.77%	1,507.94
	4846.4.0023	06/14/2018	3,826.11	2,351.31	63.77%	3,939.34
	4846.4.0022	08/14/2018	12,605.06	7,746.36	63.77%	12,978.10
			54,499.37	36,792.62		\$58,216.90
EPW17011	12	03/01/2018	434.70	0.00	63.77%	277.21
			434.70	0.00		\$277.21
V06E00780	356000158B	01/02/2018	5,239.10	0.00	63.77%	3,340.97
		02/23/2018	4,561.85	0.00	63.77%	2,909.09
		06/27/2018	1,544.41	0.00	63.77%	984.87
			11,345.36	0.00		\$7,234.93
Total Fiscal Year 2018 Other Direct Costs:			66,279.43	36,792.62		\$65,729.04
Total Fiscal Year 2018:			105,143.18			\$67,049.81

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
NOVAK, DION	2019	01	202.00	79.65%	160.89
		02	161.59	79.65%	128.71
			1,050.36	79.65%	836.61
		03	282.78	79.65%	225.23
		13	164.39	79.65%	130.94
		14	164.46	79.65%	130.99
		15	1,110.15	79.65%	884.23
		16	123.37	79.65%	98.26

FRANKLIN ST. S.W. OF ML. 24, 4A/ION, CRRHCE, . . .

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Cumulative BPs - expenditures through 6/30/19

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Pay</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NOVAK, DION	2018	17	1,103.17	79.65%	884.23
		21	82.23	79.65%	65.50
		22	1,174.63	79.65%	1,015.24
		23	811.20	79.65%	327.52
			<u>3,169.23</u>		<u>\$4,308.37</u>
PRICE, AARON	2019	01	34.10	79.65%	27.16
		02	886.57	79.65%	706.15
		03	477.39	79.65%	380.24
		09	34.30	79.65%	27.32
		16	312.58	79.65%	248.97
		18	243.12	79.65%	193.65
		19	69.47	79.65%	55.33
		20	382.06	79.65%	304.31
		21	34.73	79.65%	27.66
		22	34.73	79.65%	27.66
		23	34.73	79.65%	27.66
			<u>2,543.73</u>		<u>\$2,026.11</u>
Total Fiscal Year 2019 Payroll Direct Costs:			<u><u>3,681.11</u></u>		<u><u>\$6,914.48</u></u>

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NOVAK, DION	TAA074OW	05/23/2019	604.08	79.65%	481.16
	TAA07END	07/31/2019	515.21	79.65%	410.37
			<u>1,119.29</u>		<u>\$891.53</u>
Total Fiscal Year 2019 Travel Direct Costs:			<u><u>1,119.29</u></u>		<u><u>\$891.53</u></u>

EPA Indirect Costs

FRANKLIN ST. GW CONTAMINATION, CPER 111, 111 SITE ID = C5 Y8

Cumulative Site Expenditures Through 05/15/2020.

OTHER DIRECT COSTS

Contract, FUG, SCA, Voucher NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
CPW10016	C04846.4-0036	05/20/2019	82.76	50.86	79.65%	106.43
			82.76	50.86		\$106.43
V04E00994	356000158B	02/13/2019	766.25	0.00	79.65%	610.32
			766.25	0.00		\$610.32
V05E00994	356000158B	06/17/2019	1,612.74	0.00	79.65%	1,284.55
		08/07/2019	1,018.15	0.00	79.65%	810.96
		09/10/2019	413.22	0.00	79.65%	329.13
			3,044.11	0.00		\$2,424.64
Total Fiscal Year 2019 Other Direct Costs:			3,893.12	50.86		\$3,141.39
Total Fiscal Year 2019:			13,744.38			\$10,947.40

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
NOVAK, DION	2020	08	215.59	79.65%	171.72
			970.11	79.65%	772.69
		09	1,659.94	79.65%	1,322.14
		10	776.07	79.65%	618.14
		11	711.41	79.65%	566.64
		12	991.65	79.65%	789.85
		14	258.69	79.65%	206.05
			5,583.46		\$4,447.23
PRICE, AARON	2020	11	36.43	79.65%	29.02

EXP. Indirect Costs

CUMULATIVE IN ST. GW CONTAMINATION, SPENCER, IN SITE

Cumulative Site Expenditures Through 05/15/2020

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PRICE, AARON	2020	12	145.75	79.65%	116.09
			182.34		\$145.11
Total Fiscal Year 2020 Payroll Direct Costs:			5,765.64		\$4,592.34

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NOVAK, DION	TAA08AK3	03/19/2020	170.70	79.65%	135.96
			297.38	79.65%	236.87
			468.08		\$372.83
Total Fiscal Year 2020 Travel Direct Costs:			468.08		\$372.83

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc. NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPS51401	58	10/03/2019	5,124.45	763.35	79.65%	4,705.56
	59	11/01/2019	2,169.12	331.58	79.65%	1,991.81
	60	12/10/2019	2,107.26	322.13	79.65%	1,935.01
	63	03/16/2020	1,520.28	232.40	79.65%	1,396.01
	64	04/03/2020	37.80	5.78	79.65%	34.71
			10,958.91	1,675.24		\$10,063.10
V05E00994	356000158B	11/08/2019	560.04	0.00	79.65%	446.07
		01/13/2020	38.70	0.00	79.65%	30.82

EPA Indirect Costs

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN 1711 D = 05 Y8

Cumulative Site Expenditures Through 03/10/24

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc. NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V05E00994	356000158B	02/12/2020	20.04	0.00	79.65%	15.96
			618.73	0.00		\$492.85
Total Fiscal Year 2020 Other Direct Costs:			11,577.69	1,675.24		\$10,555.95
Total Fiscal Year 2020:			19,488.65			\$15,521.12
Total EPA Indirect Costs						\$124,597.10

Detailed Interest Cost

VULNERABLE GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Interest Accrued beginning 01/01/2010 through 05/15/2020

Cumulative Site Expenditures Through 05/15/2020.

Item Category	Cost Reference #	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2010 (Annual Rate: 0.41%)										
Summed Letter Date			0.00	0.00	0.00	01/01/2010	10/01/2010	273	0.00	0.00
Totals for Fiscal Year 2010		0.00							0.00	0.00
Fiscal Year 2011 (Annual Rate: 0.69%)										
Prior FY Interest			0.00	0.00	0.00	10/01/2010	10/01/2011	365	0.00	0.00
Totals for Fiscal Year 2011		0.00							0.00	0.00
Fiscal Year 2012 (Annual Rate: 0.74%)										
Prior FY Interest			0.00	0.00	0.00	10/01/2011	10/01/2012	365	0.00	0.00
Totals for Fiscal Year 2012		0.00							0.00	0.00
Fiscal Year 2013 (Annual Rate: 0.76%)										
Prior FY Interest			0.00	0.00	0.00	10/01/2012	10/01/2013	365	0.00	0.00
Totals for Fiscal Year 2013		0.00							0.00	0.00
Fiscal Year 2014 (Annual Rate: 0.81%)										
Prior FY Interest			0.00	0.00	0.00	10/01/2013	11/12/2013	42	0.00	0.00
Indirect	FY 2014 PP 03	44.71				11/12/2013				
Payroll	FY 2014 PP 03	57.90	102.61	0.00	102.61	11/12/2013	01/14/2014	63	0.14	0.14
Voucher Schedule Date:	EPS50604 1-A86	1,650.03				01/14/2014				
Indirect Voucher	EPS50604 1-A86	1,274.15	2,924.18	102.61	3,026.79	01/14/2014	02/12/2014	29	1.95	2.09
Voucher Schedule Date:	EPS50604 1-A86	457.72				02/12/2014				

Detailed Interest Cost

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Interest Accrued beginning 01/01/2010 through 05/15/2020

Cumulative Site Expenditures Through 05/15/2020

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2014 (Annual Rate: 0.81%)										
Indirect Voucher	EPS50604 1-A80	353.45	611.17	3,026.79	3,837.96	02/12/2014	03/12/2014	28	2.36	4.47
Voucher Schedule Date	EPS50604 1-A80	79.64				03/12/2014				
Indirect Voucher	EPS50604 1-A80	61.50	141.14	3,837.96	3,979.10	03/12/2014	04/07/2014	26	2.30	6.77
Voucher Schedule Date	EPS50604 1-A90	471.61				04/07/2014				
Indirect Voucher	EPS50604 1-A90	364.18	835.79	3,979.10	4,814.89	04/07/2014	05/05/2014	28	2.99	9.76
Voucher Schedule Date	EPS50604 1-A91	137.37				05/05/2014				
Indirect Voucher	EPS50604 1-A91	106.08	243.45	4,814.89	5,058.34	05/05/2014	05/29/2014	24	2.69	12.45
Voucher Schedule Date	EPS50604 1-A92	72.34				05/29/2014				
Indirect Voucher	EPS50604 1-A92	55.86	126.20	5,058.34	5,186.54	05/29/2014	10/01/2014	135	14.30	26.84
Totals for Fiscal Year 2014		5,186.54							26.84	26.84
Fiscal Year 2015 (Annual Rate: 0.75%)										
Prior FY Interest		26.84	26.84	5,186.54	5,213.38	10/01/2014	09/24/2015	358	36.35	36.35
Voucher Schedule Date	EPW13025 3074 01-24	2,467.60				09/24/2015				
Indirect Voucher	EPW13025 3074 01-24	1,528.92	3,996.52	5,213.38	9,209.90	09/24/2015	10/01/2015	7	1.32	39.67
Totals for Fiscal Year 2015		3,996.52							39.67	66.51
Fiscal Year 2016 (Annual Rate: 0.67%)										
Prior FY Interest		39.67	39.67	9,209.90	9,249.57	10/01/2015	12/08/2015	68	11.51	11.51
Indirect	FY 2016 PP 05	75.22				12/08/2015				
Payroll	FY 2016 PP 05	128.60	203.82	9,249.57	9,453.39	12/08/2015	12/22/2015	14	2.42	13.93
Indirect	FY 2016 PP 06	33.42				12/22/2015				
Payroll	FY 2016 PP 06	57.14	90.56	9,453.39	9,543.95	12/22/2015	01/05/2016	14	2.45	16.38

Detailed Interest Cost

TRAPPEL 1: GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y3

Interest accrued beginning 01/01/2016 through 05/15/2020

Cumulative Site Expenditures Through 05/15/2020.

Category	Cost Reference	Expenditure	Cost Per	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Interest Rate	Cumulative Interest
Fiscal Year 2016 (Annual Rate: 0.67%)										
Direct	FY 2016 PP 07	175.52				01/05/2016				
Payroll	FY 2016 PP 07	180.03	475.60	9,543.95	10,019.55	01/05/2016	01/19/2016	14	0.57	18.95
Indirect	FY 2016 PP 08	225.67				01/19/2016				
Payroll	FY 2016 PP 08	385.82	611.49	10,019.55	10,631.04	01/19/2016	02/02/2016	14	0.72	21.67
Indirect	FY 2016 PP 09	237.03				02/02/2016				
Payroll	FY 2016 PP 09	405.25	642.28	10,631.04	11,273.32	02/02/2016	05/27/2016	115	23.73	45.40
Voucher Schedule Date	EPW11024 45	11.51				05/27/2016				
Indirect Voucher	EPW11024 45	6.73	18.24	11,273.32	11,291.56	05/27/2016	10/01/2016	127	26.25	71.65
Totals for Fiscal Year 2016									71.65	133.16
Fiscal Year 2017 (Annual Rate: 0.7%)										
Quarterly Interest		71.65	71.65	11,291.56	11,363.21	10/01/2016	12/20/2016	80	17.43	17.43
Indirect	FY 2017 PP 06	111.09				12/20/2016				
Payroll	FY 2017 PP 06	202.19	314.18	11,363.21	11,577.39	12/20/2016	01/03/2017	14	3.14	20.57
Indirect	FY 2017 PP 07	198.25				01/03/2017				
Payroll	FY 2017 PP 07	357.92	556.17	11,577.39	12,233.56	01/03/2017	01/31/2017	28	6.57	27.14
Indirect	FY 2017 PP 09	209.03				01/31/2017				
Payroll	FY 2017 PP 09	858.01	657.09	12,233.56	13,100.65	01/31/2017	02/14/2017	14	3.52	30.66
Indirect	FY 2017 PP 10	630.23				02/14/2017				
Payroll	FY 2017 PP 10	1,754.32	1,793.71	13,100.65	14,894.36	02/14/2017	02/15/2017	1	0.29	30.95
Voucher Schedule Date	EPW10016 4846 4-0006	28.33				02/15/2017				
Indirect Voucher	EPW10016 4846 4-0006	13.69	44.02	14,894.36	14,938.38	02/15/2017	02/21/2017	6	1.72	32.67
Voucher Schedule Date	V05E00780 3560001581	4,030.00				02/21/2017				

Detailed Interest Cost

FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8

Interest Accrued beginning 01/01/2010 through 05/15/2020

Cumulative Site Expenditures Through 05/15/2020.

Cost Category	Cost Reference	Cost Per Rem	Cost Per Date	Paid Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2017 (Annual Rate: 0.75%)										
Indirect Voucher	V05E00780 355000156B	2,304.22	6,464.22	14,938.38	21,402.60	02/21/2017	02/28/2017	7	2.07	35.54
Indirect	FY 2017 PP 11	170.28				02/28/2017				
Payroll	FY 2017 PP 11	307.42	477.70	21,402.60	21,360.30	02/28/2017	03/23/2017	23	9.65	45.19
Voucher Schedule Date	EPW10016 48464-0007	632.02				03/23/2017				
Indirect Voucher	EPW10016 48464-0007	350.03	932.10	21,360.30	22,862.40	03/23/2017	04/19/2017	27	11.64	57.03
Voucher Schedule Date	EPW10016 48464-0008	10,693.14				04/19/2017				
Indirect Voucher	EPW10016 48464-0008	5,922.93	16,616.07	22,862.40	39,478.47	04/19/2017	04/26/2017	7	5.30	62.33
Voucher Schedule Date	V05E00780 355000156B	4,165.00				04/26/2017				
Indirect Voucher	V05E00780 355000156B	2,306.99	6,471.99	30,478.47	45,950.46	04/26/2017	05/23/2017	27	23.79	86.12
Voucher Schedule Date	EPW10016 48464-0009	4,310.63				05/23/2017				
Indirect Voucher	EPW10016 48464-0009	2,367.69	6,693.37	45,950.46	52,648.83	05/23/2017	06/06/2017	14	14.14	100.26
Indirect	FY 2017 PP 12	295.86				06/06/2017				
Payroll	FY 2017 PP 12	534.16	830.02	52,648.83	53,478.85	06/06/2017	06/15/2017	9	9.23	109.49
Voucher Schedule Date	EPW10016 48464-0011	7,069.89				06/15/2017				
Indirect Voucher	EPW10016 48464-0011	3,916.01	10,985.90	53,478.85	64,404.75	06/15/2017	06/20/2017	5	6.18	115.67
Indirect	FY 2017 PP 19	91.99				06/20/2017				
Payroll	FY 2017 PP 19	166.07	258.06	64,404.75	64,722.81	06/20/2017	07/04/2017	14	17.38	133.05
Indirect	FY 2017 PP 20	111.96				07/04/2017				
Payroll	FY 2017 PP 20	202.14	314.10	64,722.81	65,036.91	07/04/2017	07/25/2017	21	26.19	159.24
Voucher Schedule Date	EPW10016 48464-0012	4,114.89				07/25/2017				
Indirect Voucher	EPW10016 48464-0012	2,279.24	6,394.13	65,036.91	71,431.04	07/25/2017	08/08/2017	14	19.18	178.42
Voucher Schedule Date	V06E00780 356000126B	9,252.00				08/08/2017				

Detailed Interest Cost
FRANKLIN ST. LW CONTAMINATION, SPENCER, MA SITE ID # C5 Y8
Interest Accrued beginning 01/01/2010 through 05/15/2020
Cumulative Site Expenditures Through 05/15/2020.

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Repayment	Interest Through	Days	Periodic Interest	Cumulative Total
Fiscal Year 2017 (Annual Rate: 0.75%)										
Indirect Voucher	V06E00780 356000158B	5,124.68	14,376.68	71,431.04	85,807.72	08/08/2017	10/01/2017	54	88.85	237.28
Totals for Fiscal Year 2017		74,446.51							267.28	405.44
Fiscal Year 2018 (Annual Rate: 0.37%)										
Prior FY Interest		267.28	267.28	85,807.72	86,075.00	10/01/2017	10/10/2017	9	18.46	18.46
Voucher Schedule Date	EPW10016 4846 4-0014	23,814.04				10/10/2017				
Indirect Voucher	EPW10016 4846 4-0014	15,186.21	39,000.25	86,075.00	125,075.25	10/10/2017	10/18/2017	8	23.85	12.31
Voucher Schedule Date	EPW10016 4846 4-0015	14,169.53				10/18/2017				
Indirect Voucher	EPW10016 4846 4-0015	5,917.33	23,205.52	125,075.25	148,280.77	10/18/2017	11/07/2017	20	70.69	113.00
Indirect Voucher	EPW10016 4846 4-0015	3,116.61				10/18/2017				
Indirect	FY 2018 PP 02	8.94				11/07/2017				
Payroll	FY 2018 PP 02	14.02	22.96	148,280.77	148,303.73	11/07/2017	11/15/2017	8	26.26	141.28
Voucher Schedule Date	EPW10016 4846 4-0016	5,679.56				11/15/2017				
Indirect Voucher	EPW10016 4846 4-0016	3,621.86	9,301.42	148,303.73	157,605.15	11/15/2017	12/13/2017	28	106.19	246.47
Voucher Schedule Date	EPW10016 4846 4-0017	13,791.03				12/13/2017				
Indirect Voucher	EPW10016 4846 4-0017	8,794.57	22,585.65	157,605.15	180,199.80	12/13/2017	01/02/2018	20	65.10	312.57
Voucher Schedule Date	V06E00780 356000158B	5,230.10				01/02/2018				
Indirect Voucher	V06E00780 356000158B	3,340.97	8,530.07	180,199.80	183,770.87	01/02/2018	01/30/2018	28	125.99	438.56
Indirect	FY 2018 PP 03	16.54				01/30/2018				
Payroll	FY 2018 PP 03	25.93	42.47	183,770.87	183,813.34	01/30/2018	02/02/2018	3	13.59	471.85
Voucher Schedule Date	EPW10016 4846 4-0018	3,562.44				02/02/2018				
Indirect Voucher	EPW10016 4846 4-0018	2,271.77	5,834.21	183,813.34	191,047.55	02/02/2018	02/23/2018	21	97.43	569.29
Voucher Schedule Date	V06E00780 356000158B	4,561.85				02/23/2018				

Detailed Interest Cost
FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8
Interest Accrued beginning 01/01/2010 through 05/15/2020
Cumulative Site Expenditures Through 05/15/2020.

Post Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2018 (Annual Rate: 0.87%)										
Voucher Schedule Date	EPW10016 4846 4 0019	1,381.79				02/23/2018				
Indirect Voucher	EPW10016 4846 4 0019	881.17	9,733.90	194,647.55	204,381.45	02/23/2018	03/01/2018	6	29.38	593.52
Indirect Voucher	V06E00780 356000156B	2,909.09				02/23/2018				
Voucher Schedule Date	EPW17011 12	434.70				03/01/2018				
Indirect Voucher	EPW17011 12	277.21	711.91	204,381.45	205,093.36	03/01/2018	04/10/2018	40	195.54	794.06
Indirect	FY 2018 PP 13	16.54				04/10/2018				
Payroll	FY 2018 PP 13	25.93	42.47	205,093.36	205,135.83	04/10/2018	04/26/2018	16	73.23	872.29
Voucher Schedule Date	EPW10016 4846 4 0021	2,364.66				04/26/2018				
Indirect Voucher	EPW10016 4846 4 0021	1,507.94	3,872.60	205,135.83	209,008.43	04/26/2018	06/05/2018	40	189.37	1,071.56
Indirect	FY 2018 PP 17	38.02				06/05/2018				
Payroll	FY 2018 PP 17	43.94	71.95	209,008.43	209,050.39	06/05/2018	06/14/2018	9	44.35	1,116.41
Voucher Schedule Date	EPW10016 4846 4 0023	6,177.42				06/14/2018				
Indirect Voucher	EPW10016 4846 4 0023	3,939.34	10,116.76	209,050.39	219,197.15	06/14/2018	06/27/2018	13	67.97	1,184.33
Voucher Schedule Date	V06E00780 356000156B	1,544.41				06/27/2018				
Indirect Voucher	V06E00780 356000156B	984.97	2,529.20	219,197.15	221,726.43	06/27/2018	07/17/2018	20	105.79	1,290.83
Indirect	FY 2018 PP 20	695.58				07/17/2018				
Payroll	FY 2018 PP 20	1,090.76	1,785.34	221,726.43	223,512.77	07/17/2018	07/31/2018	14	74.59	1,364.62
Indirect	FY 2018 PP 21	257.63				07/31/2018				
Payroll	FY 2018 PP 21	404.00	661.63	223,512.77	224,174.40	07/31/2018	08/14/2018	14	74.61	1,439.43
Voucher Schedule Date	EPW10016 4846 4 0022	20,351.42				08/14/2018				
Indirect Voucher	EPW10016 4846 4 0022	12,978.10	33,329.52	224,174.40	257,503.92	08/14/2018	09/11/2018	28	171.86	1,611.29
Indirect	FY 2018 PP 24	42.25				09/11/2018				
Payroll	FY 2018 PP 24	66.26	108.51	257,503.92	257,612.43	09/11/2018	09/25/2018	14	85.96	1,697.25
Indirect	FY 2018 PP 25	146.54				09/25/2018				

Interest Cost
FRANKLIN ST. CWC CONFLUENCE, SPENCER, IN SITE ID - 05146
Interest Accrual From 01/01/2010 through 05/15/2020
Cumulative Through 05/15/2020

Item Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2018 (Annual Rate: 0.875%)										
Payroll	FY 2018 PP 25	229.79	276.83	257,612.43	257,988.76	09/25/2018	10/01/2018	6	36.90	1,734.15
Totals for Fiscal Year 2018		171,913.76							1,734.15	2,139.59
Fiscal Year 2019 (Annual Rate: 1.75%)										
Other FY Interest		1,734.15	1,734.15	257,988.76	259,722.91	10/01/2018	10/09/2018	8	99.62	99.62
Indirect	FY 2018 PP 26	108.73				10/09/2018				
Payroll	FY 2018 PP 26	170.50	1,79.23	259,722.91	260,002.14	10/09/2018	10/23/2018	14	174.52	274.14
Indirect	FY 2019 PP 01	188.05				10/23/2018				
Payroll	FY 2019 PP 01	236.10	424.15	260,002.14	260,426.29	10/23/2018	11/06/2018	14	174.81	448.95
Indirect	FY 2019 PP 02	1,671.47				11/06/2018				
Payroll	FY 2019 PP 02	2,093.52	3,769.59	260,426.29	264,195.23	11/06/2018	11/20/2018	14	177.34	626.29
Indirect	FY 2019 PP 03	605.47				11/20/2018				
Payroll	FY 2019 PP 03	760.17	1,365.64	264,195.28	265,561.92	11/20/2018	02/12/2019	84	1,069.52	1,695.81
Indirect	FY 2019 PP 09	27.32				02/12/2019				
Payroll	FY 2019 PP 09	34.30	61.62	265,561.92	265,623.54	02/12/2019	02/13/2019	1	12.74	1,708.55
Voucher Schedule Date	V04E00904 356000158B	766.25				02/13/2019				
Indirect Voucher	V04E00904 356000158B	610.32	1,576.57	265,623.54	267,000.11	02/13/2019	04/09/2019	55	704.08	2,412.63
Indirect	FY 2019 PP 13	130.84				04/09/2019				
Payroll	FY 2019 PP 13	164.39	295.33	267,000.11	267,295.44	04/09/2019	04/23/2019	14	179.42	2,592.05
Indirect	FY 2019 PP 14	130.89				04/23/2019				
Payroll	FY 2019 PP 14	164.46	295.45	267,295.44	267,590.39	04/23/2019	05/07/2019	14	179.62	2,771.67
Indirect	FY 2019 PP 15	884.23				05/07/2019				
Payroll	FY 2019 PP 15	1,110.15	1,994.38	267,590.89	269,585.27	05/07/2019	05/20/2019	13	163.03	2,939.70

Detailed Interest Cost
FRANKLIN ST. OW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8
Interest Accrued beginning 01/01/2010 through 05/15/2020
Cumulative Site Expenditures Through 05/15/2020

Cost Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2019 (Annual Rate: 1.75%)										
Voucher Schedule Date	EPW10016 C04846 4-0020	133.62				05/20/2019				
Interest Voucher	EPW10016 C04846 4-0030	108.43	240.05	269,585.27	269,825.32	05/20/2019	05/21/2019	1	12.94	2,952.64
Interest	FY 2019 PP 16	317.23								
Payroll	FY 2019 PP 16	435.85	783.18	269,825.32	270,608.50	05/21/2019	05/23/2019	2	25.65	2,978.59
Indirect Travel	TAA074OW	481.16	1,065.24	270,608.50	271,693.74	05/23/2019	06/04/2019	12	156.32	3,134.91
Travel	TAA074OW	604.03				05/23/2019				
Indirect	FY 2019 PP 17	884.25				06/04/2019				
Payroll	FY 2019 PP 17	1,110.17	1,534.42	271,693.74	273,688.16	06/04/2019	06/17/2019	13	170.59	3,305.50
Voucher Schedule Date	V05E00994 356000158B	1,612.74				06/17/2019				
Interest Voucher	V05E00994 356000158B	1,134.95	2,897.29	273,688.16	276,585.45	06/17/2019	06/18/2019	1	13.26	3,318.76
Interest	FY 2019 PP 18	123.05				06/18/2019				
Payroll	FY 2019 PP 18	243.12	436.77	276,585.45	277,022.22	06/18/2019	07/02/2019	14	165.95	3,504.71
Interest	FY 2019 PP 19	35.33				07/02/2019				
Payroll	FY 2019 PP 19	69.47	124.80	277,022.22	277,147.02	07/02/2019	07/16/2019	14	186.03	3,690.74
Interest	FY 2019 PP 20	304.31				07/16/2019				
Payroll	FY 2019 PP 20	382.06	686.37	277,147.02	277,833.39	07/16/2019	07/30/2019	14	186.49	3,877.23
Interest	FY 2019 PP 21	93.16				07/30/2019				
Payroll	FY 2019 PP 21	116.96	210.12	277,833.39	278,043.51	07/30/2019	07/31/2019	1	13.33	3,890.56
Indirect Travel	TAA07END	410.37	925.58	278,043.51	278,969.09	07/31/2019	08/07/2019	7	93.63	3,984.19
Travel	TAA07END	519.21				07/31/2019				
Voucher Schedule Date	V05E00994 356000158B	1,013.15				08/07/2019				
Interest Voucher	V05E00994 356000158B	810.66	1,829.11	278,969.09	280,798.20	08/07/2019	08/13/2019	6	80.78	4,064.97
Interest	FY 2019 PP 22	1,042.90				08/13/2019				
Payroll	FY 2019 PP 22	1,309.26	2,352.26	280,798.20	283,150.46	08/13/2019	08/27/2019	14	190.66	4,255.03

Detailed Information

FRANKLIN ST. GW CONTAMINATION, INDIANAPOLIS, IN SITE ID = C5 Y3

Interest Accrued beginning 01/01/2019 through 05/15/2020

Cumulative Site Expenditures through 05/15/2020

Expense Category	Cost Reference	Cost Per Item	Cost Per Date	Prior Balance	Cumulative Total	Date of Recognition	Interest Through	Days	Periodic Interest	Cumulative Interest
Fiscal Year 2019 (Annual Rate: 1.75%)										
Indirect	FY 2019 PP 23	355.18				08/27/2019				
Payroll	FY 2019 PP 23	445.93	801.11	283,150.46	283,951.57	08/27/2019	09/10/2019	14	190.60	4,445.63
Voucher Schedule Date	V05E00994 356000158B	413.22				09/10/2019				
Indirect Voucher	V05E00994 356000158B	329.13	742.35	283,851.57	284,693.92	09/10/2019	10/01/2019	21	266.64	4,732.27
Totals for Fiscal Year 2019		24,971.01							4,732.27	6,971.06
Fiscal Year 2020 (Annual Rate: 2.22%)										
Prior FY Interest		4,732.27	4,732.27	284,093.92	289,426.19	10/01/2019	10/03/2019	2	35.11	35.11
Voucher Schedule Date	EPS51401 58	5,907.00				10/03/2019				
Indirect Voucher	EPS51401 58	4,705.56	10,613.36	289,426.19	300,039.55	10/03/2019	11/01/2019	29	527.77	562.88
Voucher Schedule Date	EPS51401 59	2,500.70				11/01/2019				
Indirect Voucher	EPS51401 59	1,991.81	4,492.51	300,039.55	304,532.03	11/01/2019	11/08/2019	7	129.30	692.18
Voucher Schedule Date	V05E00994 356000158B	560.04				11/08/2019				
Indirect Voucher	V05E00994 356000158B	446.07	1,096.11	304,532.03	305,538.17	11/08/2019	12/10/2019	32	593.04	1,285.22
Voucher Schedule Date	EPS51401 60	2,429.39				12/10/2019				
Indirect Voucher	EPS51401 60	1,935.01	4,364.40	305,538.17	309,902.57	12/10/2019	01/13/2020	34	639.11	1,924.33
Voucher Schedule Date	V05E00994 356000158B	38.70				01/13/2020				
Indirect Voucher	V05E00994 356000158B	30.62	69.52	309,902.57	309,972.09	01/13/2020	01/28/2020	15	282.02	2,206.35
Indirect	FY 2020 PP 08	944.41				01/28/2020				
Payroll	FY 2020 PP 08	1,185.70	2,130.11	309,972.09	312,102.20	01/28/2020	02/11/2020	14	265.03	2,471.38
Indirect	FY 2020 PP 09	1,322.14				02/11/2020				
Payroll	FY 2020 PP 09	1,650.94	2,982.03	312,102.20	315,084.23	02/11/2020	02/12/2020	1	19.11	2,490.49
Voucher Schedule Date	V05E00994 356000158B	20.04				02/12/2020				

Detailed Interest Cost
 FRANKLIN ST. GW CONTAMINATION, SPENCER, IN SITE ID = C5 Y8
 Interest Accrued beginning 01/01/2010 through 05/15/2020
 Cumulative Site Expenditures Through 05/15/2020.

<u>Cost Category</u>	<u>Cost Reference</u>	<u>Cost Per Item</u>	<u>Cost Per Date</u>	<u>Prior Balance</u>	<u>Cumulative Total</u>	<u>Date of Recognition</u>	<u>Interest Through</u>	<u>Days</u>	<u>Periodic Interest</u>	<u>Cumulative Interest</u>
Fiscal Year 2020 (Annual Rate: 2.22%)										
Indirect Voucher	V05E00994 356000158B	15.96	36.00	315,084.28	315,120.28	02/12/2020	02/25/2020	13	248.48	2,738.97
Indirect	FY 2020 PP 10	618.14				02/25/2020				
Payroll	FY 2020 PP 10	776.07	1,394.21	315,120.28	316,514.49	02/25/2020	03/10/2020	14	268.78	3,007.75
Indirect	FY 2020 PP 11	595.66				03/10/2020				
Payroll	FY 2020 PP 11	747.84	1,343.50	316,514.49	317,857.99	03/10/2020	03/16/2020	6	115.68	3,123.43
Voucher Schedule Date	EPS51401 63	1,752.68				03/16/2020				
Indirect Voucher	EPS51401 63	1,396.01	3,148.69	317,857.99	321,006.68	03/16/2020	03/19/2020	3	58.41	3,181.84
Indirect Travel	TAA08AK3	236.87	840.91	321,006.68	321,847.59	03/19/2020	03/24/2020	5	97.61	3,279.45
Indirect Travel	TAA08AK3	135.96				03/19/2020				
Travel	TAA08AK3	170.70				03/19/2020				
Travel	TAA08AK3	297.38				03/19/2020				
Indirect	FY 2020 PP 12	905.94				03/24/2020				
Payroll	FY 2020 PP 12	1,137.40	2,043.34	321,847.59	323,890.93	03/24/2020	04/03/2020	10	196.46	3,475.91
Voucher Schedule Date	EPS51401 64	43.58				04/03/2020				
Indirect Voucher	EPS51401 64	34.71	78.29	323,890.93	323,969.22	04/03/2020	04/21/2020	18	353.71	3,829.62
Indirect	FY 2020 PP 14	206.05				04/21/2020				
Payroll	FY 2020 PP 14	258.69	404.74	323,969.22	324,433.96	04/21/2020	05/15/2020	24	472.29	4,301.91
Totals for Fiscal Year 2020		35,007.77							4,301.91	11,173.77

2014/2015 CONFERENCE, INC. 2014/2015 CONFERENCE, INC. 2014/2015
 Interest Accrued beginning 7/1/2014 through 05/15/2020
 Cumulative Site Remediation Through 05/15/2020

Year	Cost (\$)	Interest Rate (%)	Interest (\$)	Cumulative Interest (\$)
2014	5,186.54	0.61%	26.84	26.84
2015	3,096.52	0.75%	39.67	66.51
2016	2,041.99	0.67%	71.65	138.16
2017	74,444.51	0.70%	267.29	405.44
2018	171,913.76	0.87%	1,734.15	2,139.59
2019	24,971.01	1.75%	4,732.27	6,871.86
2020	35,007.77	2.22%	4,301.91	11,173.77
Total Interest Costs	<u>\$317,562.10</u>		<u>\$11,173.77</u>	

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 5

_____)	
IN THE MATTER OF:)	
)	CERCLA Docket No. _____
Franklin Street Groundwater Contamination Site)	
)	
Spencer, Owen County, Indiana)	
)	
)	
Boston Scientific Corporation <i>et al.</i>)	ADMINISTRATIVE SETTLEMENT
Respondents)	AGREEMENT AND ORDER ON
)	
Proceeding Under Sections 104, 107)	CONSENT FOR REMEDIAL
and 122 of the Comprehensive)	INVESTIGATION/FEASIBILITY
Environmental Response, Compensation,)	STUDY
and Liability Act, 42 U.S.C. §§ 9604,)	
9607 and 9622.)	
_____)	

**ADMINISTRATIVE SETTLEMENT AGREEMENT
AND ORDER ON CONSENT FOR
REMEDIAL INVESTIGATION / FEASIBILITY STUDY**

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement") is entered into voluntarily by the United States Environmental Protection Agency (EPA) and those Parties identified in Appendix A ("Respondents"). This Settlement provides for the performance of a remedial investigation and feasibility study (RI/FS) by Respondents and the payment of certain response costs incurred by the United States at or in connection with the Site (the "Site") which consists of a groundwater plume generally located at the intersection of S. Montgomery Street and W. Market Street in Spencer, Indiana 47460. Appendix B contains a map setting forth the general areal extent of the contamination and the general location of the plume.

2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9607 and 9622 (CERCLA). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to Regional Administrators by EPA Delegation Nos. 14-14C (Administrative Actions Through Consent Orders, Jan. 18, 2017) and 14-14D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). These authorities were further redelegated by the Regional Administrator of EPA Region 5 to the Division Director of the Superfund and Emergency Management Division by regional delegation 14-14-C.

3. EPA and Respondents recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Section IV (Findings of Fact) and V (Conclusions of Law and Determinations) of this Settlement. Respondents agree to comply with and be bound by the terms of this Settlement and further agree that they will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

4. This Settlement is binding upon EPA and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement.

5. Respondents are jointly and severally liable for carrying out all activities required by this Settlement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement, the remaining Respondents shall complete all such requirements.

6. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Respondents to this Settlement.

7. Respondents shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing any Respondents with respect to the Site or the Work, and shall condition all contracts entered into under this Settlement upon performance of the Work in conformity with the terms of this Settlement. Respondents or their contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement or its attached appendices, the following definitions shall apply:

“Affected Property” shall mean all real property at the Site and any other real property where EPA determines, at any time, that access, land, water, or other resource use restrictions are needed to implement the RI/FS.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601-9675.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement as provided in Section XXXII.

“Engineering Controls” shall mean constructed containment barriers or systems that control one or more of the following: downward migration, infiltration, or seepage of surface runoff or rain; or natural leaching migration of contaminants through the subsurface over time. Examples include caps, engineered bottom barriers, immobilization processes, and vertical barriers.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. §9507.

“Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section XI (Property Requirements) (including, but not limited to, cost of attorney time and any monies paid to secure or enforce access to land, water, or other resource use restrictions, including, but not limited to, the amount of just compensation), Section XV (Emergency Response and Notification of Releases), Paragraph 83 (Work Takeover), Paragraph 105 (Access to Financial Assurance), Paragraph 22.c (Community Involvement Plan) (including, but not limited to, the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e), Section XVII (Dispute Resolution), and all litigation costs. Future Response Costs shall also include Agency for Toxic Substances and Disease Registry (ATSDR) costs regarding the Site, all Interim Response Costs, and all

Interest on those Past Response Costs Respondents have agreed to pay under this Settlement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from June 2020 to the Effective Date.

“IDEM” shall mean the Indiana Department of Environmental Management and any successor departments or agencies of the State.

“Institutional Controls” or “ICs” shall mean Proprietary Controls and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to Waste Material at or in connection with the Site; (b) limit land, water, or other resource use to implement, ensure non-interference with, or ensure the protectiveness of the response action pursuant to this Settlement; and/or (c) provide information intended to modify or guide human behavior at or in connection with the Site.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Interim Response Costs” shall mean all costs, including but not limited to direct and indirect costs, (a) paid by the United States in connection with the Site between May 15, 2020 and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Non-Settling Owner” shall mean any person, other than a Respondent, that owns or controls any Affected Property. The clause “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“Owner Respondent” shall mean any Respondent that owns or controls any Affected Property. The clause “Owner Respondent’s Affected Property” means Affected Property owned or controlled by Owner Respondent.

“Paragraph” shall mean a portion of this Settlement identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean EPA and Respondents.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through May 15, 2020 plus Interest on all such costs through such date.

“Proprietary Controls” shall mean easements or covenants running with the land that (a) limit land, water, or other resource use and/or provide access rights and (b) are created pursuant to common law or statutory law by an instrument that is recorded in the appropriate land records office.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Respondents” shall mean those Parties identified in Appendix A.

“Section” shall mean a portion of this Settlement identified by a Roman numeral.

“Settlement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXX (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

“Site” shall mean the Franklin Street Groundwater Superfund Site with the physical address listed as the intersection of S. Montgomery Street and W. Market Street Spencer, IN 47460. The Site is depicted generally on the map attached as Appendix B and includes the areal extent of the contamination from the groundwater plume depicted therein.

“State” shall mean the State of Indiana.

“Statement of Work” or “SOW” shall mean the document describing the activities Respondents must perform to develop the RI/FS for the “Site” as set forth in Appendix C to this Settlement. The Statement of Work is incorporated into this Settlement and is an enforceable part of this Settlement as are any modifications made thereto in accordance with this Settlement.

“The Franklin Street Groundwater Contamination Site Special Account” shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Waste Material” shall mean (a) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and d) any “hazardous material”

“Work” shall mean all activities and obligations Respondents are required to perform under this Settlement, except those required by Section XIII (Record Retention).

IV. FINDINGS OF FACT

9. The Franklin Street Groundwater Contamination Site is located in Spencer, Owen County, Indiana. The contaminated groundwater plume is located within the Bean Blossom-Patricksborg (BBP) Wellhead Protection Area (WHPA) and the Town of Spencer and encompasses approximately 66.54 acres. Groundwater samples collected at various locations down and upgradient to outside of the 66.54-acre plume are also contaminated with VOCs. The areal extent of the contamination is currently unknown.

10. Tetrachloroethene, also known as perchloroethylene, (PCE) and other VOCs were detected in finished water samples collected from a local water treatment plant in April 2016 as part of regularly scheduled required testing for the Indiana Department of Environmental Management. In 2014, IDEM conducted additional sampling and detected PCE in raw water at all three active drinking wells. Monthly raw water samples collected since 2014 continued to show detections of PCE and VOCs.

11. The Site has been placed on the NPL based on an evaluation of the relative risk posed by a release of VOCs to groundwater and the threat that the releases may pose to drinking water in the area. Placing a site on the NPL is not based on a site-specific risk assessment, nor does listing require that a site-specific risk assessment be performed prior to the listing. A site-specific risk assessment is performed later in the Superfund process, following more extensive sampling. The Site was listed on the National Priorities List (NPL) by EPA pursuant to CERCLA § 105, 42 U.S.C. § 9605, on January 18, 2018, 83 FR 2576.

12. Appendix A to this Settlement identifies the Respondents, all of whom are corporations, partnerships, individuals or trusts who own facilities containing hazardous substances found at Site or who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of at the Site

V. CONCLUSIONS OF LAW AND DETERMINATIONS

13. Based on the Findings of Fact set forth above, and the administrative record, EPA has determined that:

a. The Franklin Street Groundwater Contamination Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substances” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a) as an owner the owner and operator of a vessel or a facility, or person who at the time of disposal of any hazardous substance owned or operated any facility at which such hazardous substances were disposed of.

e. The conditions described in the Findings of Fact above constitute an actual and/or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The actions required by this Settlement are necessary to protect the public health, welfare, or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

g. EPA has determined that Respondents are qualified to conduct the RI/FS within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), if Respondents comply with the terms of this Settlement.

VI. SETTLEMENT AGREEMENT AND ORDER

14. Based upon the Findings of Fact, Conclusions of Law and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

VII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS

15. **Selection of Contractors, Personnel.** All Work performed under this Settlement shall be under the direction and supervision of qualified personnel. Within 30 days after the Effective Date, and before the Work outlined below begins, Respondents shall notify EPA in writing of the names, titles, addresses, telephone numbers, email addresses, and qualifications of the personnel, including contractors, subcontractors, consultants, and laboratories to be used in carrying out such Work. If, after the commencement of Work, Respondents retain additional contractors or subcontractors, Respondents shall notify EPA of the names, titles, contact information, and qualifications of such contractors or subcontractors retained to perform the Work at least 30 days prior to commencement of Work by such additional contractors or subcontractors. EPA retains the right, at any time, to disapprove of any or all of the contractors and/or subcontractors retained by Respondents. If EPA disapproves of a selected contractor or subcontractor, Respondents shall retain a different contractor or subcontractor and shall notify EPA of that contractor’s or subcontractor’s name, title, contact information, and qualifications within 21 days after EPA’s disapproval. With respect to any proposed contractor, Respondents shall demonstrate that the proposed contractor demonstrates compliance with ASQ/ANSI E4:2014 “Quality management systems for environmental information and technology programs – Requirements with guidance for use” (American Society for Quality, February 2014), by submitting a copy of the proposed contractor’s Quality Management Plan (QMP). The QMP should be prepared in accordance with “EPA Requirements for Quality Management Plans (QA/R-2),” EPA/240/B-01/002 (Reissued May 2006) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondents shall be subject to EPA’s review for verification based on objective assessment criteria (e.g., experience, capacity, technical expertise) and that they do not have a conflict of interest with respect to the project.

16. Within 30 days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of the Work required by this Settlement and shall submit to EPA the designated Project Coordinator's name, title, address, telephone number, email address, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during the Work. EPA retains the right to disapprove of a designated Project Coordinator who does not meet the requirements of Paragraph 15 (Selection of Contractors, Personnel). If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, title, contact information, and qualifications within 14 days following EPA's disapproval. Notice or communication relating to this Settlement from EPA to Respondents' Project Coordinator shall constitute notice or communication to all Respondents.

17. EPA has designated Dion Novak of EPA's Region 5 Superfund & Emergency Management Division as the Project Coordinator for the Site. EPA will notify Respondents of a change of its designated Project Coordinator. Communications between Respondents and EPA, and all documents concerning the activities performed pursuant to this Settlement, shall be directed to the EPA Project Coordinator in accordance with Paragraph 28.a.

18. EPA's Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and On-Scene Coordinator (OSC) by the NCP. In addition, EPA's Project Coordinator shall have the authority, consistent with the NCP, to halt, conduct, or direct any Work required by this Settlement, or to direct any other response action when s/he determines that conditions at the Site constitute an emergency situation or may present a threat to public health or welfare or the environment. Absence of the EPA Project Coordinator from the area under study pursuant to this Settlement shall not be cause for stoppage or delay of Work.

VIII. WORK TO BE PERFORMED

19. For any regulation or guidance referenced in the Settlement, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Respondents receive notification from EPA of the modification, amendment, or replacement.

20. Respondents shall conduct the RI/FS and prepare all plans in accordance with the provisions of this Settlement, the attached SOW, CERCLA, the NCP, and EPA guidance, including, but not limited to the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" ("RI/FS Guidance"), OSWER Directive # 9355.3-01 (October 1988), available at <https://semspub.epa.gov/src/document/11/128301>, "Guidance for Data Usability in Risk Assessment (Part A), Final," OSWER Directive #9285.7-09A, PB 92-963356 (April 1992), available at <http://semspub.epa.gov/src/document/11/156756>, and guidance referenced therein, and guidance referenced in the SOW. The Remedial Investigation (RI) shall consist of collecting data to characterize site conditions, determining the nature and extent of the contamination at or from the Site, assessing risk to human health and the environment, and conducting treatability testing as necessary to evaluate the potential performance and cost of the treatment technologies that are being considered. The Feasibility Study (FS) shall determine and evaluate (based on treatability testing, where appropriate) alternatives for remedial action to prevent, mitigate, or otherwise respond to or remedy the release or threatened release of

hazardous substances, pollutants, or contaminants at or from the Site. The alternatives evaluated must include, but shall not be limited to, the range of alternatives described in the NCP, 40 C.F.R. § 300.430(c), and shall include remedial actions that utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. In evaluating the alternatives, Respondents shall address the factors required to be taken into account by Section 121 of CERCLA, 42 U.S.C. § 9621, and 40 C.F.R. § 300.430(c).

21. All written documents prepared by Respondents pursuant to this Settlement shall be submitted by Respondents in accordance with Section IX (Submission and Approval of Deliverables). With the exception of progress reports and the Health and Safety Plan, all such submittals will be reviewed and approved by EPA in accordance with Section IX (Submission and Approval of Deliverables). Respondents shall implement all EPA approved, conditionally approved, or modified deliverables.

22. Activities and Deliverables

a. Respondents shall conduct activities and submit deliverables as provided by the SOW, for the development of the RI/FS. All such Work shall be conducted in accordance with the provisions of this Settlement, the attached SOW, CERCLA, the NCP, and EPA guidance, including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" ("RI/FS Guidance") (OSWER Directive # 9355.3-01, October 1988), available at <http://semispub.epa.gov/src/document/11/128301>, "Guidance for Data Usability in Risk Assessment (Part A), Final" (OSWER Directive #9285.7-09A, PB 92-963356 (April 1992), available at <http://semispub.epa.gov/src/document/11/156756>, and guidance referenced therein, and guidance referenced in the SOW. The Remedial Investigation (RI) shall consist of collecting data to characterize site conditions, determining the nature and extent of the contamination at or from the Site, assessing risk to human health and the environment, and conducting treatability testing as necessary to evaluate the potential performance and cost of the treatment technologies that are being considered. The Feasibility Study (FS) shall determine and evaluate (based on treatability testing, where appropriate) alternatives for remedial action to prevent, mitigate, or otherwise respond to or remedy the release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site. The general activities that Respondents are required to perform are identified below, followed by a list of deliverables. The tasks that Respondents must perform are described more fully in the SOW and guidance. The activities and deliverables identified below shall be developed as provided in the RI/FS Work Plan and Sampling and Analysis Plan and shall be submitted to EPA as provided therein. All Work performed under this Settlement shall be in accordance with the schedules in this Settlement or established in the SOW, and in full accordance with the standards, specifications, and other requirements of the RI/FS Work Plan and Sampling and Analysis Plan, as initially approved or modified by EPA, and as may be amended or modified by EPA from time to time.

a. All written documents prepared by Respondents pursuant to this Settlement shall be submitted by Respondents in accordance with Section IX (Submission and Approval of Deliverables). With the exception of progress reports and the Health and Safety Plan, all such submittals will be reviewed and approved by EPA in accordance with Section IX

(Submission and Approval of Deliverables). Respondents shall implement all EPA approved, conditionally approved, or modified deliverables.

b. **Scoping.** EPA will determine the Site-specific objectives of the RI/FS and devise a general management approach for the Site, as stated in the SOW. Respondents shall conduct the remainder of scoping activities as described in the SOW and referenced guidance. At the conclusion of the project planning phase, as referenced in Chapter 2.2 of the RI/FS Guidance, Respondents shall provide EPA with the following deliverables:

(1) **RI/FS Work Plan.** Within 30 days after the Effective Date, Respondents shall submit an RI/FS Work Plan to EPA for review and approval. Upon its approval by EPA pursuant to Section IX (Submission and Approval of Deliverables), the RI/FS Work Plan shall be incorporated into and become enforceable under this Settlement.

(2) **Sampling and Analysis Plan.** Within 30 days after the Effective Date, Respondents shall submit a Sampling and Analysis Plan to EPA for review and approval pursuant to Section IX (Submission and Approval of Deliverables). This plan shall consist of a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP), as described in the SOW, that is consistent with the NCP, "Guidance for Quality Assurance Project Plans (QA/G-5)," EPA/240/R-02/009 (December 2002), including, but not limited to, "Guidance for Quality Assurance Project Plans (QA/G-5)" EPA/240/R-02/009 (December 2002), "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" EPA/240/B-01/003 (March 2001, reissued May 2006), and "Uniform Federal Policy for Quality Assurance Project Plans," Parts 1-3, EPA/505/B-04/900A-900C (March 2005). Upon its approval by EPA pursuant to Section IX (Submission and Approval of Deliverables), the Sampling and Analysis Plan shall be incorporated into and become enforceable under this Settlement.

(3) **Health and Safety Plan.** Within 30 days after the Effective Date, Respondents shall submit for EPA review and comment a Health and Safety Plan that ensures the protection of on-site workers and the public during performance of on-site Work under this Settlement. This plan shall be prepared in accordance with "OSWER Integrated Health and Safety Program Operating Practices for OSWER Field Activities," Pub. 9285.0-O1C (November 2002), available on the NSCEP database at <https://www.epa.gov/nscep/index.html>, and "EPA's Emergency Responder Health and Safety Manual," OSWER Directive 9285.3-12 (July 2005 and updates), available at <https://www.epaossc.org/HealthSafetyManual/manual-index.htm>. In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration (OSHA) regulations found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan provided by EPA and shall implement the plan during the pendency of the RI/FS.

c. **Community Involvement Plan.** EPA will prepare a community involvement plan, in accordance with EPA guidance and the NCP.

(1) If requested by EPA, Respondents shall participate in community involvement activities, including participation in (i) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (ii) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site. Respondents' support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (i) any Community Advisory Groups, (ii) any Technical Assistance Grant recipients and their advisors, and (iii) other entities to provide them with a reasonable opportunity for review and comment. EPA may describe in its community involvement plan Respondents' responsibilities for community involvement activities. All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight. Upon EPA's request, Respondents shall establish a community information repository at or near the Site to house one copy of the administrative record.

(2) As requested by EPA, Respondents shall, within 15 days, designate and notify EPA of Respondents' Community Involvement Coordinator ("CI Coordinator"). Respondents may hire a contractor for this purpose. Respondents' notice must include the name, title, and qualifications of the Respondents' CI Coordinator. Respondents' CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

(3) Within 30 days after a request by EPA, Respondents shall provide EPA with a Technical Assistance Plan (TAP) for arranging (at Respondents' own expense up to \$50,000) for a qualified community group: (i) to receive services from [an] independent technical advisor[s] who can help group members understand Site cleanup issues, and (ii) to share this information with others in the community during the Work conducted pursuant to this Settlement. The TAP shall state that Respondents will provide and arrange for any additional assistance needed if the selected community group demonstrates such a need as provided in the SOW prior to EPA's issuance of the Record of Decision contemplated by this Settlement. If EPA disapproves of or requires revisions to Respondents' draft TAP, in whole or in part, then Respondents shall amend and submit to EPA a revised TAP that is responsive to EPA's comments, within 30 days after receiving EPA's comments.

d. **Site Characterization.** Following EPA approval or modification of the RI/FS Work Plan and Sampling and Analysis Plan, Respondents shall implement the provisions of these plans to characterize the Site. Respondents shall complete Site characterization and submit all deliverables in accordance with the schedules and deadlines established in this Settlement, the attached SOW, and/or the EPA-approved RI/FS Work Plan and Sampling and Analysis Plan.

e. **Reuse Assessment.** If EPA determines that a Reuse Assessment is necessary,¹ Respondents will perform the Reuse Assessment in accordance with the SOW, RI/FS Work Plan, and applicable guidance. The Reuse Assessment should provide sufficient information to develop realistic assumptions of the reasonably anticipated future uses for the Site. Respondents shall prepare the Reuse Assessment in accordance with EPA guidance, including, but not limited to: "Reuse Assessments: A Tool to Implement the Superfund Land Use Directive." OSWER Directive 9355.7-06P (June 2001).²

f. **Baseline Human Health Risk Assessment and Ecological Risk Assessment.**³ Respondents will perform the Baseline Human Health Risk Assessment and Ecological Risk Assessment ("Risk Assessments") in accordance with the SOW, RI/FS Work Plan, and applicable EPA guidance, including but not limited to: "Interim Final Risk Assessment Guidance for Superfund, Volume I - Human Health Evaluation Manual (Part A)," RAGS, EPA-540-1-89-002, OSWER Directive 9285.7-01A (December 1989); "Interim Final Risk Assessment Guidance for Superfund, Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments)," RAGS, EPA-540-R-97-033, OSWER Directive 9285.7-01D (January 1998); and "Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments," ERAGS, EPA-540-R-97-006, OSWER Directive 9285.7-25 (June 1997).

g. **Draft RI Report.** Within 30 days after EPA's approval of the Risk Assessments, Respondents shall submit to EPA for review and approval pursuant to Section IX (Submission and Approval of Deliverables), a draft Remedial Investigation Report ("RI Report") consistent with the SOW, RI/FS Work Plan, and Sampling and Analysis Plan. The draft RI Report shall also contain the Risk Assessments.

h. **Treatability Studies.** Respondents shall conduct treatability studies, except where Respondents can demonstrate to EPA's satisfaction that they are not needed. The major components of the treatability studies are described in the SOW. In accordance with the schedules or deadlines established in this Settlement, its attached SOW, and/or the EPA-approved RI/FS Work Plan, Respondents shall provide EPA with the following deliverables for review and approval pursuant to Section IX (Submission and Approval of Deliverables):

- (1) Identification of Candidate Technologies Memorandum. This memorandum shall be submitted as specified by EPA.

¹ OSWER Directive No. 9355.7-06P, "Reuse Assessments: A Tool To Implement The Superfund Land Use Directive," states that "[d]etermining the applicability and scope of a reuse assessment will be dependent on site specific circumstances and/or the overall approach anticipated for addressing the site." The guidance indicates that a reuse assessment may not be necessary at every site.

² This guidance permits, in general, the party performing the RI/FS to perform the reuse assessment. EPA can determine the appropriate level of oversight when PRPs perform the reuse assessment.

³ OSWER Directive No. 9340.1-02, "Revised Policy on Performance of Risk Assessments During Remedial Investigation/Feasibility Studies (RI/FS) Conducted by Potentially Responsible Parties," permits PRPs to perform the baseline risk assessment where appropriate. Consult the policy document for criteria for deciding whether or not to allow the PRPs to perform the risk assessment.

(2) **Treatability Test Statement of Work.** If EPA determines that treatability testing is required, within 30 days thereafter or as specified by EPA, Respondents shall submit a Treatability Test Statement of Work (TTSOW).

(3) **Treatability Test Work Plan.** Within 30 days after submission of the TTSOW, Respondents shall submit a Treatability Test Work Plan, including a schedule.

(4) **Treatability Study Sampling and Analysis Plan.** Within 30 days after identification of the need for a separate or revised QAPP or FSP, Respondents shall submit a Treatability Study Sampling and Analysis Plan.

(5) **Treatability Study Evaluation Report.** Within 45 days after completion of any treatability testing, Respondents shall submit a treatability study evaluation report as provided in the SOW and RI/FS Work Plan.

i. **Treatability Study Health and Safety Plan.** Within 30 days after the identification of the need for a revised Health and Safety Plan, Respondents shall submit a Treatability Study Health and Safety Plan.

j. **Development and Screening of Alternatives.** Respondents shall develop an appropriate range of waste management options that will be evaluated through the development and screening of alternatives, as provided in the SOW and RI/FS Work Plan. In accordance with the schedules or deadlines established in this Settlement, the SOW, and/or the EPA-approved RI/FS Work Plan, Respondents shall provide EPA with the following deliverables for review and approval pursuant to Section IX (Submission and Approval of Deliverables):

(1) **Memorandum on Remedial Action Objectives.** The Memorandum on Remedial Action Objectives shall include remedial action objectives for Engineering Controls as well as for Institutional Controls.

(2) **Memorandum on Development and Screening of Alternatives.** The Memorandum on Development and Screening of Alternatives shall summarize the development and screening of remedial alternatives.

k. **Detailed Analysis of Alternatives.** Respondents shall conduct a detailed analysis of remedial alternatives, as described in the SOW and RI/FS Work Plan. In accordance with the deadlines or schedules established in this Settlement, the attached SOW, and/or the EPA-approved RI/FS Work Plan, Respondents shall provide EPA with the following deliverables for review and approval pursuant to Section IX (Submission and Approval of Deliverables):

(1) **Individual Analysis of Alternatives.** Within 30 days after EPA's approval of the RAO Technical Memorandum, Respondents shall conduct an assessment of individual alternatives against each of the nine evaluation criteria, as described in the SOW, and prepare a summary report.

(2) **Comparative Analysis of Alternatives.** Within 30 days after receipt of EPA's approval of the Remedial Action Objectives Technical Memorandum, Respondents shall conduct a comparative analysis of alternatives to evaluate the relative performance of each alternative in relation to the nine evaluation criteria, as described in the SOW, and prepare a summary report.

(3) Within 30 days after receipt of EPA's comments on the Alternatives Screening Technical Memorandum. Respondents shall prepare a summary report of the findings of the FS, including the above analyses as described in the SOW, and present the results to EPA.

(4) **Alternatives Analysis for ICs and Screening.** Respondents shall submit a memorandum on the ICs identified in the Memorandum on Development and Screening of Alternatives as potential remedial actions. The Alternatives Analysis for ICs and Screening shall (i) describe the restrictions needed on land, water, or other resources and their relationship to the remedial action objectives; (ii) determine the specific types of ICs that can be used to address and implement the land, water, or other resource use restrictions; (iii) investigate when the ICs need to be implemented and how long they must remain in place; (iv) research, discuss, and document any agreement or other arrangements with the proper entities (e.g., state, local government, local landowners, conservation organizations, Respondents) on exactly who will be responsible for implementing, maintaining, and enforcing the ICs.⁴ The Alternatives Analysis for ICs and Screening shall also evaluate the ICs identified in the Memorandum on Development and Screening of Alternatives against the nine evaluation criteria outlined in the NCP (40 C.F.R. § 300.430(e)(9)(iii)) for CERCLA cleanups, including but not limited to costs to implement, maintain, and/or enforce the ICs.⁵ The Alternatives Analysis for ICs and Screening shall be submitted as an appendix to the draft Feasibility Study Report ("FS Report").

I. **Draft FS Report.** Within 30 days after the presentation to EPA described in Paragraph 22.k(4), Respondents shall submit to EPA a draft FS Report for review and approval pursuant to Section IX (Submission and Approval of Deliverables). Respondents shall refer to Table 6-5 of the RI/FS Guidance for report content and format. The draft FS Report as amended, and the administrative record, shall provide the basis for the proposed plan under Sections 113(k) and 117(a) of CERCLA, 42 U.S.C. §§ 9613(k) and 9617(a), by EPA, and shall document the development and analysis of remedial alternatives.

⁴ See "Institutional Controls: A Site Manager's Guide to Identifying, Evaluating and Selecting Institutional Controls at Superfund and RCRA Corrective Action Cleanups" ("A Site Manager's Guide to ICs"), OSWER Directive 9355.0-74FS-P (September 2000) and "Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites" ("PIME IC Guide"), OSWER Directive 9355.0-89 (November 2010) for guidance on these considerations.

⁵ See A Site Manager's Guide to ICs, *id.*, for discussion of what factors to consider with respect to evaluation of ICs under the nine criteria. It is not necessary to evaluate "reduction of toxicity, mobility or volume through treatment" in the context of ICs. See the PIME IC Guide, *id.*, for further discussion of ICs lifecycle considerations.

23. Upon receipt of the draft Feasibility Study Report ("FS Report"), EPA will evaluate, as necessary, the estimates of the risk to the public and environment that are expected to remain after a particular remedial alternative has been completed and will evaluate the cost, implementability, and long-term effectiveness of any proposed ICs for that alternative.

24. **Modification of the RI/FS Work Plan**

a. If at any time during the RI/FS process, Respondents identify a need for additional data, Respondents shall submit a memorandum documenting the need for additional data to EPA's Project Coordinator within 7 days after identification. EPA in its discretion will determine whether the additional data will be collected by Respondents and whether it will be incorporated into deliverables.

b. In the event of unanticipated or changed circumstances at the Site, Respondents shall notify EPA's Project Coordinator by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In the event that EPA determines that the unanticipated or changed circumstances warrant changes in the RI/FS Work Plan, EPA shall modify the RI/FS Work Plan in writing accordingly or direct Respondents to modify and submit the modified RI/FS Work Plan to EPA for approval. Respondents shall perform the RI/FS Work Plan as modified.

c. EPA may determine that, in addition to tasks defined in the initially approved RI/FS Work Plan, other additional work may be necessary to accomplish the objectives of the RI/FS. Respondents shall perform these response actions in addition to those required by the initially approved RI/FS Work Plan, including any approved modifications, if EPA determines that such actions are necessary for a thorough RI/FS.

d. Respondents shall confirm their willingness to perform the additional work in writing to EPA within 7 days after receipt of the EPA request. If Respondents object to any modification determined by EPA to be necessary pursuant to this Paragraph, Respondents may seek dispute resolution pursuant to Section XVII (Dispute Resolution). The SOW and/or RI/FS Work Plan shall be modified in accordance with the final resolution of the dispute.

e. Respondents shall complete the additional work according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the RI/FS Work Plan or written RI/FS Work Plan supplement. EPA reserves the right to conduct the work itself, to seek reimbursement from Respondents for the costs incurred in performing the work, and/or to seek any other appropriate relief.

f. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions at the Site.

25. **Off-Site Shipments**

a. Respondents may ship hazardous substances, pollutants, and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if

Respondents obtain a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).

b. Respondents may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide written notice to the appropriate state environmental official in the receiving facility's state and to EPA's Project Coordinator. This notice requirement shall not apply to any off-Site shipments when the total quantity of all such shipments will not exceed ten cubic yards. The written notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondents shall also notify the state environmental official referenced above and EPA's Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondents shall provide the written notice after the award of the contract for the RI/FS and before the Waste Material is shipped.

c. Respondents may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, EPA's "Guide to Management of Investigation Derived Waste," OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the SOW. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 C.F.R. § 261.4(e) shipped off-Site for treatability studies, are not subject to 40 C.F.R. § 300.440.

26. **Meetings.** Respondents shall make presentations at, and participate in, meetings at the request of EPA during the preparation of the RI/FS. In addition to discussion of the technical aspects of the RI/FS, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion.

27. **Progress Reports.** In addition to the deliverables set forth in this Settlement, Respondents shall submit written monthly progress reports to EPA by the 15th day of the month beginning the second month after implementation of the approved work plan. At a minimum, with respect to the preceding month, these progress reports shall:

- a. describe the actions that have been taken to comply with this Settlement;
- b. include all results of sampling and tests and all other data received by Respondents;
- c. describe Work planned for the next two months with schedules relating such Work to the overall project schedule for RI/FS completion; and
- d. describe all problems encountered in complying with the requirements of this Settlement and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

IX. SUBMISSION AND APPROVAL OF DELIVERABLES

28. Submission of Deliverables

a. General Requirements for Deliverables

(1) Except as otherwise provided in this Settlement, Respondents shall direct all submissions required by this Settlement to EPA's Project Coordinator at Novak.Dion@EPA.gov with a copy to the State at RRamsey@idem.in.gov. Respondents shall submit all deliverables required by this Settlement, the attached SOW, or any approved work plan in accordance with the schedule set forth in such plan.

(2) Respondents shall submit all deliverables in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in Paragraph 28.b. All other deliverables shall be submitted in the electronic form specified by EPA's Project Coordinator. If any deliverable includes maps, drawings, or other exhibits that are larger than 8.5 x 11 inches, Respondents shall also provide paper copies of such exhibits.

b. Technical Specifications for Deliverables

Sampling and monitoring data should be submitted in standard regional Electronic Data Deliverable (EDD) format. Other delivery methods may be allowed if electronic direct submission presents a significant burden or as technology changes.

(1) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (i) in the ESRI File Geodatabase format; and (ii) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://edg.epa.gov/EME/>.

(2) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.

(3) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

29. Approval of Deliverables

a. Initial Submissions

(1) After review of any deliverable that is required to be submitted for EPA approval under this Settlement or the attached SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.

(2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

b. **Resubmissions.** Upon receipt of a notice of disapproval under Paragraph 29.a(1) (Initial Submissions), or if required by a notice of approval upon specified conditions under Paragraph 29.a(1), Respondents shall, within 14 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (a) approve, in whole or in part, the resubmission; (b) approve the resubmission upon specified conditions; (c) modify the resubmission; (d) disapprove, in whole or in part, the resubmission, requiring Respondents to correct the deficiencies; or (e) any combination of the foregoing.

c. **Implementation.** Upon approval, approval upon conditions, or modification by EPA under Paragraph 29.a (Initial Submissions) or Paragraph 29.b (Resubmissions), of any deliverable, or any portion thereof: (i) such deliverable, or portion thereof, will be incorporated into and enforceable under the Settlement; and (ii) Respondents shall take any action required by such deliverable, or portion thereof. Implementation of any non-deficient portion of a submission shall not relieve Respondents of any liability for penalties under Section XIX (Stipulated Penalties) for violations of this Settlement.

30. Notwithstanding the receipt of a notice of disapproval, Respondents shall proceed to take any action required by any non-deficient portion of the submission, unless otherwise directed by EPA.

31. In the event that EPA takes over some of the tasks, but not the preparation of the Remedial Investigation Report ("RI Report") or the FS Report, Respondents shall incorporate and integrate information supplied by EPA into those reports.

32. Respondents shall not proceed with any activities or tasks dependent on the following deliverables until receiving EPA approval, approval on condition, or modification of such deliverables: RI/FS Work Plan; Sampling and Analysis Plan; draft RI Report; Treatability Testing Work Plan; Treatability Testing Sampling and Analysis Plan; Treatability Testing Health and Safety Plan; and draft FS Report. While awaiting EPA approval, approval on condition, or modification of these deliverables, Respondents shall proceed with all other tasks and activities

that may be conducted independently of these deliverables, in accordance with the schedule set forth under this Settlement.

33. For all remaining deliverables not listed in Paragraph 32, Respondents shall proceed with all subsequent tasks, activities, and deliverables without awaiting EPA approval of the submitted deliverable. EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the Work.

34. **Material Defects.** If an initially submitted or resubmitted plan, report, or other deliverable contains a material defect, and the plan, report, or other deliverable is disapproved or modified by EPA under Paragraph 29.a (Initial Submissions) or 29.b (Resubmissions) due to such material defect, Respondents shall be deemed in violation of this Settlement for failure to submit such plan, report, or other deliverable timely and adequately. Respondents may be subject to penalties for such violation as provided in Section XIX (Stipulated Penalties).

35. Neither failure of EPA to expressly approve or disapprove of Respondents' submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA.

X. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS

36. Respondents shall use quality assurance, quality control, and other technical activities and chain of custody procedures for all samples consistent with "EPA Requirements for Quality Assurance Project Plans (QA/R5)," EPA/240/B-01/003 (March 2001, reissued May 2006), "Guidance for Quality Assurance Project Plans (QA/G-5)," EPA/240/R-02/009 (December 2002), and "Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A-900C (March 2005).

37. Laboratories

a. Respondents shall ensure that EPA [and State] personnel and its [their] authorized representatives are allowed access at reasonable times to all laboratories utilized by Respondents pursuant to this Settlement. In addition, Respondents shall ensure that such laboratories shall analyze all samples submitted by EPA pursuant to the Quality Assurance Project Plan (QAPP) for quality assurance, quality control, and technical activities that will satisfy the stated performance criteria as specified in the QAPP and that sampling and field activities are conducted in accordance with the Agency's "EPA QA Field Activities Procedure" CIO 2105-P-02.1 (9/23/2014), available at <https://www.epa.gov/irmpoli8/epa-qa-field-activities-procedures>. Respondents shall ensure that the laboratories they utilize for the analysis of samples taken pursuant to this Settlement meet the competency requirements set forth in EPA's "Policy to Assure Competency of Laboratories, Field Sampling, and Other Organizations Generating Environmental Measurement Data under Agency-Funded Acquisitions," available at <https://www.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements>, and that the laboratories perform all analyses using EPA-accepted methods. Accepted EPA methods consist of, but are not limited to, methods that are documented in the EPA's Contract Laboratory Program (<https://www.epa.gov/superfund/programs/clp/>),

SW 846 “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods” (<https://www.epa.gov/hw-sw846>), “Standard Methods for the Examination of Water and Wastewater” (<http://www.standardmethods.org/>), and 40 C.F.R. Part 136, “Air Toxics - Monitoring Methods” (<https://www.epa.gov/ttnamtl1/airtox.html>).

b. Upon approval by EPA after a reasonable opportunity for review and comment by the State, Respondents may use other appropriate analytical methods, as long as (i) quality assurance/quality control (QA/QC) criteria are contained in the methods and the methods are included in the QAPP, (ii) the analytical methods are at least as stringent as the methods listed above, and (iii) the methods have been approved for use by a nationally recognized organization responsible for verification and publication of analytical methods, e.g., EPA, ASTM, NIOSH, OSHA, etc.

c. Respondents shall ensure that all laboratories they use for analysis of samples taken pursuant to this Settlement have a documented Quality System that complies with ASQ/ANSI E4:2014 “Quality Management Systems for Environmental Information and Technology Programs – Requirements With Guidance for Use” (American Society for Quality, February 2014), and “EPA Requirements for Quality Management Plans (QA/R-2)” EPA/240/B-01/002 (March 2001, reissued May 2006), or equivalent documentation as determined by EPA. EPA may consider Environmental Response Laboratory Network (ERLN) laboratories, laboratories accredited under the National Environmental Laboratory Accreditation Program (NELAP), or laboratories that meet International Standardization Organization (ISO 17025) standards or other nationally recognized programs as meeting the Quality System requirements.

d. Respondents shall ensure that all field methodologies utilized in collecting samples for subsequent analysis pursuant to this Settlement are conducted in accordance with the procedures set forth in the approved QAPP.

38. Sampling

a. Upon request, Respondents shall provide split or duplicate samples to EPA and the State or their authorized representatives. Respondents shall notify EPA and the State not less than 14 days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA and the State shall have the right to take any additional samples that EPA or the State deems necessary. Upon request, EPA and the State shall provide to Respondents split or duplicate samples of any samples they takes as part of EPA’s oversight of Respondents’ implementation of the Work, and any such samples shall be analyzed in accordance with the approved QAPP.

b. Respondents shall submit to EPA [and the State], in the next monthly progress report as described in Paragraph 27 (Progress Reports) the results of all sampling and/or tests or other data obtained or generated by or on behalf of Respondents with respect to the Site and/or the implementation of this Settlement.

c. Respondents waive any objections to any data gathered, generated, or evaluated by EPA, the State or Respondents in the performance or oversight of the Work that has been verified according to the quality assurance/quality control (QA/QC) procedures required by

the Settlement or any EPA-approved RI/FS Work Plans or Sampling and Analysis Plans. If Respondents object to any other data relating to the RI/FS, Respondents shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days after the monthly progress report containing the data.

XI. PROPERTY REQUIREMENTS

39. **Agreements Regarding Access and Non-Interference.** Respondents shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by Respondents and the United States, providing that such Non-Settling Owner and Owner Respondent shall, with respect to Owner Settling Respondent's Affected Property: (i) provide EPA, the State, and the other Respondents, and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the Settlement, including those listed in Paragraph 39.a (Access Requirements); and (ii) refrain from using such Affected Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or interfere with or adversely affect the implementation or integrity of the Work. Respondents shall provide a copy of such access agreement(s) to EPA and the State.

a. **Access Requirements.** The following is a list of activities for which access is required regarding the Affected Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to EPA and the State;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring response actions;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved QAPP;
- (7) Implementing the Work pursuant to the conditions set forth in Paragraph 83 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondents or their agents, consistent with Section XII (Access to Information);
- (9) Assessing Respondents' compliance with the Settlement;

(10) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement; and

(11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property.

40. **Best Efforts.** As used in this Section, “best efforts” means the efforts that a reasonable person in the position of Respondents would use so as to achieve the goal in a timely manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access and/or use restriction agreements, as required by this Section. If Respondents are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify EPA and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondents, or take independent action, in obtaining such access and/or use restrictions. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section XVI (Payment of Response Costs).

41. If EPA determines in a decision document prepared in accordance with the NCP that Institutional Controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, Respondents shall cooperate with EPA’s and the State’s efforts to secure and ensure compliance with such Institutional Controls.

42. **Notice to Successors-in-Title**

a. Owner Respondent shall, within 15 days after the Effective Date, submit for EPA approval a notice to be filed regarding Owner Respondent’s Affected Property in the appropriate land records. The notice must: (1) include a proper legal description of the Affected Property; (2) provide notice to all successors-in-title that: (i) the Affected Property is part of, or related to, the Site; (ii) EPA has entered into an agreement with Respondents for performance of an RI/FS with respect to the Affected Property; and (iii) potentially responsible parties have entered into an Administrative Settlement Agreement and Order on Consent requiring performance of the RI/FS; and (3) identify the name, docket number, and effective date of this Settlement. Owner Respondent shall record the notice within 10 days after EPA’s approval of the notice and submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.

b. Owner Respondent shall, prior to entering into a contract to Transfer Owner Respondent’s Affected Property, or 60 days prior to Transferring Owner Respondent’s Affected Property, whichever is earlier:

(1) Notify the proposed transferee that EPA has entered into an agreement with Respondents for performance of an RI/FS with respect to the Affected Property (identifying the name, docket number, and the effective date of this Settlement); and

(2) Notify EPA and the State of the name and address of the proposed transferee and provide EPA and the State with a copy of the notice that it provided to the proposed transferee.

43. In the event of any Transfer of the Affected Property, unless EPA otherwise consents in writing, Respondents shall continue to comply with their obligations under the Settlement, including their obligation to secure access and ensure compliance with any land, water, or other resource use restrictions regarding the Affected Property.

44. Notwithstanding any provision of the Settlement, EPA and the State retain all of their access authorities and rights, as well as all of its their rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

XII. ACCESS TO INFORMATION

45. Respondents shall provide to EPA and the State, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Respondents' possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Work. Respondents shall also make available to EPA and the State, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

46. Privileged and Protected Claims

a. Respondents may assert that all or part of a Record requested by EPA or the State is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with Paragraph 46.b, and except as provided in Paragraph 46.c.

b. If Respondents assert a claim of privilege or protection, they shall provide EPA and the State with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondents shall provide the Record to EPA and the State in redacted form to mask the privileged or protected portion only. Respondents shall retain all Records that they claim to be privileged or protected until EPA and the State have had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

c. Respondents may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Settlement.

47. **Business Confidential Claims.** Respondents may assert that all or part of a Record provided to EPA and the State under this Section or Section XIII (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Respondents assert business confidentiality claims. Records claimed as confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents.

48. Notwithstanding any provision of this Settlement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. RECORD RETENTION

49. Until 10 years after EPA provides Respondents with notice, pursuant to Section XXIX (Notice of Completion of Work), that all Work has been fully performed in accordance with this Settlement, each Respondent shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with regard to the Site, provided, however, that Respondents who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each Respondent must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above all non-identical copies of the last draft or final version of any Records (including Records in electronic form) now in its possession or control or that come into its possession or control that relate in any manner to the performance of the Work, provided, however, that each Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

50. At the conclusion of the document retention period, Respondents shall notify EPA and the State at least 90 days prior to the destruction of any such Records, and, upon request by EPA or the State, and except as provided in Paragraph 46 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA or the State.

51. Each Respondent certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State and that it has fully complied with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XIV. COMPLIANCE WITH OTHER LAWS

52. Nothing in this Settlement limits Respondent's obligations to comply with the requirements of all applicable state and federal laws and regulations when performing the RI/FS. No local, state, or federal permit shall be required for any portion of the Work conducted entirely on-site (i.e., within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work), including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work that is not on-site requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. Respondents may seek relief under the provisions of Section XVIII (Force Majeure) for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XV. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

53. **Emergency Response.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. Respondents shall take these actions in accordance with all applicable provisions of this Settlement, including, but not limited to, the Health and Safety Plan. Respondents shall also immediately notify EPA's Project Coordinator or, in the event of his/her unavailability, the Regional Duty Officer at 800-424-8802 of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA for all costs of such response action not inconsistent with the NCP pursuant to Section XVI (Payment of Response Costs).

54. **Release Reporting.** Upon the occurrence of any event during performance of the Work that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondents shall immediately orally notify EPA's Project Coordinator or, in the event of his/her unavailability, the Regional Duty Officer at (800) 621-8431, and the National Response Center at (800) 424-8802. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

55. For any event covered under this Section, Respondents shall submit a written report to EPA within 7 days after the onset of such event, setting forth the action or event that occurred and the measures taken, and to be taken, to mitigate any release or threat of release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release or threat of release.

XVI. PAYMENT OF RESPONSE COSTS

56. Payment for Past Response Costs

a. Within 30 days after the Effective Date, Respondents shall pay to EPA \$328,735.87 for Past Response Costs. Respondents shall make payment to EPA by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site #INN000510959 and the EPA docket number for this action.

b. **Deposit of Past Response Costs Payments.** The total amount to be paid by Respondents pursuant to Paragraph 56.a shall be deposited by EPA in the Franklin Street Groundwater Contamination Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

57. **Payments for Future Response Costs.** Respondents shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. **Periodic Bill.** On a periodic basis, EPA will send Respondents a bill requiring payment that includes an Itemized Cost Summary Verification, which includes direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondents shall make all payments within 30 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in Paragraph 59 (Contesting Future Response Costs), and in accordance with Paragraphs 56.a (Payments for Past Response Costs).

b. **Deposit of Future Response Costs Payments.** The total amount to be paid by Respondents pursuant to Paragraph 57.a (Periodic Bill) shall be deposited by EPA in the Franklin Street Groundwater Contamination Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Franklin Street Groundwater Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum.

58. **Interest.** In the event that any payment for Past Response Costs or Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date and shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XIX (Stipulated Penalties).

59. **Contesting Future Response Costs.** Respondents may initiate the procedures of Section XVII (Dispute Resolution) regarding payment of any Future Response Costs billed under Paragraph 57 (Payments for Future Response Costs) if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such a dispute, Respondents shall submit a Notice of Dispute in writing to EPA's Project Coordinator within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondents submit a Notice of Dispute, Respondents shall within the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 57, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC) and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to EPA's Project Coordinator a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 57. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 57. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XVII. DISPUTE RESOLUTION

60. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

61. **Informal Dispute Resolution.** If Respondents object to any EPA action taken pursuant to this Settlement, including billings for Future Response Costs, they shall send EPA a written Notice of Dispute describing the objection(s) within 14 days after such action. EPA and Respondents shall have 14 days from EPA's receipt of Respondents' Notice of Dispute to

resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

62. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, Respondents shall, within 20 days after the end of the Negotiation Period, submit a statement of position to EPA's Project Coordinator. EPA may, within [20] days thereafter, submit a statement of position. Thereafter, an EPA management official at the Division Director level or higher will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

63. Except as provided in Paragraph 59 (Contesting Future Response Costs) or as agreed by EPA, the invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this Settlement. Except as provided in Paragraph 73, stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XIX (Stipulated Penalties).

XVIII. FORCE MAJEURE

64. "Force Majeure" for purposes of this Settlement, is defined as any event arising from causes beyond the control of Respondents, of any entity controlled by Respondents, or of Respondents' contractors that delays or prevents the performance of any obligation under this Settlement despite Respondents' best efforts to fulfill the obligation. The requirement that Respondents exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or increased cost of performance.

65. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement, Respondents shall notify EPA's Project Coordinator orally or, in his or her absence, the alternate EPA Project Coordinator, or, in the event both of EPA's designated representatives are unavailable, the Director of the Superfund & Emergency Management Division, EPA Region 5, within 2 days of when Respondents first knew that the event might cause a delay. Within 5 days thereafter, Respondents shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a force majeure; and a statement as to

whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondents shall be deemed to know of any circumstance of which Respondents, any entity controlled by Respondents, or Respondents' contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 64 and whether Respondents have exercised their best efforts under Paragraph 64, EPA may, in its unreviewable discretion, excuse in writing Respondents' failure to submit timely or complete notices under this Paragraph.

66. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

67. If Respondents elect to invoke the dispute resolution procedures set forth in Section XVII (Dispute Resolution), they shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of Paragraphs 64 and 65. If Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Settlement identified to EPA.

68. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Respondents from meeting one or more deadlines under the Settlement, Respondents may seek relief under this Section.

XIX. STIPULATED PENALTIES

69. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 70.a and 71 for failure to comply with the obligations specified in Paragraphs 70.b and 71, unless excused under Section XVIII (Force Majeure). "Comply" as used in the previous sentence includes compliance by Respondents with all applicable requirements of this Settlement, within the deadlines established under this Settlement.

70. Stipulated Penalty Amounts: Payments, Financial Assurance, Major Deliverables, and Other Milestones

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with any obligation identified in Paragraph 70.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$ 500	1st through 14th day
\$ 1,500	15th through 30th day
\$ 3,000	31st day and beyond

b. **Obligations**

(1) Payment of any amount due under Section XVI (Payment of Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section XXVII (Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Future Response Costs under Paragraph 59 (Contesting Future Response Costs).

(4) Timely and adequate submittal of the following deliverables:

- i. Project Scoping and RI/FS Planning Documents;
- ii. Community Involvement Support;
- iii. Site Characterization;
- iv. Remedial Investigation Report;
- v. Treatability Studies;
- vi. Development and Screening of Alternatives (Technical Memorandum);
- vii. Detailed Analysis of Alternatives and FS Report; and
- viii. Progress Reports

71. **Stipulated Penalty Amounts: Other Deliverables.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables required by this Settlement, other than those specified in Paragraph 70.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$ 250	1st through 14th day
\$ 750	15th through 30th day
\$ 1500	31st day and beyond

72. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 83 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of \$250,000. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under Paragraphs 83 (Work Takeover) and 105 (Access to Financial Assurance).

73. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period and shall be paid within 15 days after the agreement or the receipt of EPA's decision. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under Section IX (Submission and Approval of Deliverables), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the EPA Management Official at the Division Director level or higher, under Paragraph 62 (Formal Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

74. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

75. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the Dispute Resolution procedures under Section XVII (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with Paragraph 57 (Payments for Future Response Costs).

76. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to Paragraph 73 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under Paragraph 75 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

77. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement.

78. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of

Respondents' violation of this Settlement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(I) of CERCLA, 42 U.S.C. § 9622(I), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided, however, that EPA shall not seek civil penalties pursuant Section 122(I) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 83 (Work Takeover).

79. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement.

XX. COVENANTS BY EPA

80. Except as provided in Section XXI (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement. These covenants extend only to Respondents and do not extend to any other person.

XXI. RESERVATIONS OF RIGHTS BY EPA

81. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

82. The covenant not to sue set forth in Section XX (Covenants by EPA) above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. liability for failure by Respondents to meet a requirement of this Settlement;
- b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;

- d. criminal liability;
- e. liability for violations of federal or state law that occur during or after implementation of the Work;
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as Future Response Costs under this Settlement.

83. Work Takeover

a. In the event EPA determines that Respondents: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an endangerment to human health or the environment, EPA may issue a written notice ("Work Takeover Notice") to Respondents. Any Work Takeover Notice issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondents a period of 10 days within which to remedy the circumstances giving rise to EPA's issuance of such notice.

b. If, after expiration of the 10-day notice period specified in Paragraph 83.a, Respondents have not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary ("Work Takeover"). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this Paragraph 83.b. Funding of Work Takeover costs is addressed under Paragraph 105 (Access to Financial Assurance).

c. Respondents may invoke the procedures set forth in Section XVII (Dispute Resolution) to dispute EPA's implementation of a Work Takeover under Paragraph 83.b. However, notwithstanding Respondents' invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under Paragraph 83.b until the earlier of (1) the date that Respondents remedy, to EPA's satisfaction, the circumstances giving rise to EPA's issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with Paragraph 62 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXII. COVENANTS BY RESPONDENTS

84. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Settlement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law regarding the Work, Past Response Costs, Future Response Costs, and this Settlement; or

c. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of Indiana, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

85. Except as provided in Paragraph 88 (Waiver of Claims by Respondents) these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Section XXI (Reservations of Rights by EPA), other than in Paragraph 82.a (liability for failure to meet a requirement of the Settlement), 82.d (criminal liability), or 82.e (liability for violations of federal or state law), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

86. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

87. Respondents reserve, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

88. Waiver of Claims by Respondents

a. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials;

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA § 122(g) *de minimis* settlement or a final settlement based on limited ability to pay with EPA with respect to the Site.

b. **Exceptions to Waivers**

(1) The waivers under this Paragraph 88 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person otherwise covered by such waivers if such person asserts a claim or cause of action relating to the Site against such Respondent.

(2) The waiver under Paragraph 88.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver if EPA determines that: (i) the materials containing hazardous substances contributed to the Site by such person contributed significantly or could contribute significantly, either individually or in the aggregate, to the cost of the response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any information request or administrative subpoena issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. § 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which the waiver would apply and that conviction has not been vitiated on appeal or otherwise.

XXIII. OTHER CLAIMS

89. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

90. Except as expressly provided in Paragraphs 88 (Waiver of Claims by Respondents) and Section XX (Covenants by EPA), nothing in this Settlement constitutes a

satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

91. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIV. EFFECT OF SETTLEMENT/CONTRIBUTION

92. Except as provided in Paragraphs 88 (Waiver of Claims by Respondents), nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement. Except as provided in Section XXII (Covenants by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

93. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are the Work, Past Response Costs, and Future Response Costs.

94. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

95. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

96. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or

claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XX (Covenants By EPA).

97. Effective upon signature of this Settlement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by Paragraphs 56 (Payment for Past Response Costs) and, if any, Section XIX (Stipulated Penalties) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 93 and that, in any action brought by the United States related to the "matters addressed," such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XXV. INDEMNIFICATION

98. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Respondents as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. § 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this Settlement. Further, Respondents agree to pay the United States all costs it incurs, including but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

99. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

100. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of

Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXVI. INSURANCE

101. No later than 15 days before commencing any on-site Work, Respondents shall secure, and shall maintain until the first anniversary after issuance of Notice of Completion of Work pursuant to Section XXIX (Notice of Completion of Work), commercial general liability insurance with limits of liability of \$1 million per occurrence, automobile liability insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents pursuant to this Settlement. In addition, for the duration of the Settlement, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing Work on behalf of Respondents in furtherance of this Settlement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, then, with respect to the contractor or subcontractor, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to EPA under this Paragraph identify the Franklin Street Groundwater Contamination Site, Spencer, Indiana and the EPA docket number for this action.

XXVII. FINANCIAL ASSURANCE

102. In order to ensure completion of the Work, Respondents shall secure financial assurance, initially in the amount of \$1,500,000 ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. Respondents may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;

b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;

c. A trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;

d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;

103. Respondents shall, within 45 days of the Effective Date, obtain EPA's approval of the form of Respondents' financial assurance. Within 30 days of such approval, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Regional financial assurance specialist at:

Justin Abrams
Abrams.justin@epa.gov
USEPA REGION 5
77 West Jackson Boulevard
Mail Code: MC-10J
Chicago, IL 60604-3507

104. Respondents shall diligently monitor the adequacy of the financial assurance. If any Respondent becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Respondent shall notify EPA of such information within 7 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected Respondent of such determination. Respondents shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Respondent, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Respondents shall follow the procedures of Paragraph 106 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

105. Access to Financial Assurance

a. If EPA issues a notice of implementation of a Work Takeover under Paragraph 83.b, then, in accordance with any applicable financial assurance mechanism, EPA is

entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with Paragraph 105.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel the mechanism, and the affected Respondent fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with Paragraph 105.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under Paragraph 83.b, EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism whether in cash or in kind, to continue and complete the Work then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within 15 days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this Paragraph 105 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Franklin Street Groundwater Contamination Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this Paragraph 105 must be reimbursed as Future Response Costs under Section XVI (Payment of Response Costs).

106. Modification of Amount, Form, or Terms of Financial Assurance.

Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with Paragraph 103, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement or written decision resolving such dispute under Section XVII (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the

reduced, revised, or alternative financial assurance mechanism in accordance with Paragraph 103.

107. Release, Cancellation, or Discontinuation of Financial Assurance.

Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Notice of Completion of Work under Section XXIX (Notice of Completion of Work); (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XVII (Dispute Resolution).

XXVIII. MODIFICATION

108. EPA's Project Coordinator may modify any plan or schedule or the SOW in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of EPA's Project Coordinator's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the parties.

109. If Respondents seek permission to deviate from any approved work plan or schedule or the SOW, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from EPA's Project Coordinator pursuant to Paragraph 108.

110. No informal advice, guidance, suggestion, or comment by EPA's Project Coordinator or other EPA representatives regarding any deliverable submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXIX. NOTICE OF COMPLETION OF WORK

111. When EPA determines that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations required by this Settlement, including Future Response Costs, land, water, or other resource use restrictions, and Record Retention, EPA will provide written notice to Respondents. If EPA determines that any Work has not been completed in accordance with this Settlement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RI/FS Work Plan, if appropriate, in order to correct such deficiencies. Respondents shall implement the modified and approved RI/FS Work Plan and shall submit a modified draft RI Report and/or FS Report in accordance with the EPA notice. Failure by Respondents to implement the approved modified RI/FS Work Plan shall be a violation of this Settlement.

XXX. INTEGRATION/APPENDICES

112. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The parties acknowledge that there are no representations, agreements, or

understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement:

- a. "Appendix A" is the complete list of Respondents.
- b. "Appendix B" is the description and/or map of the Site.
- c. "Appendix C" is the SOW.

XXXI. ADMINISTRATIVE RECORD

113. EPA will determine the contents of the administrative record file for selection of the remedial action. Respondents shall submit to EPA documents developed during the course of the RI/FS upon which selection of the remedial action may be based. Upon request of EPA, Respondents shall provide copies of plans, task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports, and other reports. Upon request of EPA, Respondents shall additionally submit any previous studies conducted under state, local, or other federal authorities that may relate to selection of the remedial action, and all communications between Respondents and state, local, or other federal authorities concerning selection of the remedial action.

XXXII. EFFECTIVE DATE

114. This Settlement shall be effective 3 days after the Settlement is signed by the Regional Administrator or his delegatee.

IT IS SO AGREED AND ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated

Douglas Ballotti, Director
Superfund & Emergency Management Division
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3507

Signature Page for Settlement Regarding _____ Superfund Site

FOR _____ :
[Print name of Respondent]

Dated

[Name]

[Title]

[Company]

[Address]

Appendix A

Respondents

- 1) Boston Scientific Corporation
- 2) Demil Indiana LLC
- 3) Kooshard Property I LLC
- 4) Linda Childs
- 5) Mac's Convenience Stores LLC
- 6) Norm Dunigan
- 7) Sally Vance
- 8) Spencer Pride, Inc.
- 9) Stello Products
- 10) TBH, LLC
- 11) Ten South Main Street Partnership
- 12) Victoria Comte Revocable Trust
- 13) William and Teresa Gedig

APPENDIX B
SITE MAP

Figure 4



APPENDIX C

STATEMENT OF WORK FOR A REMEDIAL INVESTIGATION AND FEASIBILITY STUDY AT THE FRANKLIN STREET GROUNDWATER SITE SPENCER, OWEN COUNTY, INDIANA

I. PURPOSE

This Statement of Work (SOW) sets forth the requirements for conducting a Remedial Investigation and Feasibility Study (RI/FS) at the Franklin Street Groundwater National Priorities List Site in Spencer, Indiana (Site). The Site includes the area where a groundwater plume of contaminants, as defined by Appendix B, and any areas where hazardous substances, pollutants, or contaminants have or may have been come to be located.

The RI Report shall fully evaluate the nature and extent of hazardous substances, pollutants, or contaminants at the Site. The RI Report shall also assess the risk that these hazardous substances, pollutants, or contaminants present for human health and the environment. The RI Report shall provide sufficient data to develop and evaluate effective remedial alternatives to address contamination at the Site. The FS Report shall evaluate alternatives for addressing the impact to human health and the environment from hazardous substances, pollutants, or contaminants at the Site.

The Respondents shall prepare and complete the RI and FS Reports in compliance with the Administrative Settlement Agreement and Order on Consent (ASAOC), SOW, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 C.F.R. Part 300), as amended, and all requirements and guidance for RI/FS studies and reports, including but not limited to the United States Environmental Protection Agency (EPA) Superfund "Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA" (EPA/540/G-89/004, October 1988) (RI/FS Guidance), and any other guidance that EPA uses in conducting or submitting deliverables for a RI/FS. Exhibit B sets forth a partial list of guidance used by EPA for a RI/FS.

The Respondents shall furnish all personnel, materials, and services necessary for, or incidental to, performing the RI/FS at the Site, except as otherwise specified herein.

II. DOCUMENT REVIEW

The Respondents shall submit all documents or deliverables required as part of this RI/FS SOW to the EPA, with a copy to the Indiana Department of Environmental Management (IDEM), for review and approval. After review of any plan, report, or other item that is required to be submitted for approval pursuant to this RI/FS ASAOC, EPA, after reasonable opportunity for review and comment by IDEM, may: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondents

modify the submission; or (e) any combination of the above. However, EPA will not modify a submission without first providing Respondents at least one notice of deficiency and opportunity to cure within 30 days. (See Section IX of the RI/FS ASAOC for procedures concerning EPA approval of plans and other submissions.)

III. SCOPE

Respondents shall complete the following tasks as part of this RI/FS:

- Task 1: Project Scoping and RI/FS Planning Documents;
- Task 2: Community Involvement Support;
- Task 3: Site Characterization;
- Task 4: Remedial Investigation Report;
- Task 5: Treatability Studies;
- Task 6: Development and Screening of Alternatives (Technical Memorandum);
- Task 7: Detailed Analysis of Alternatives (FS Report); and
- Task 8: Progress Reports.

TASK 1: PROJECT SCOPING AND RI/FS PLANNING DOCUMENTS

1.1 Site Background

The Respondents shall gather and analyze the existing Site background information and shall conduct a Site visit, accompanied by EPA and IDEM, to assist in planning the scope of the RI/FS.

1.1.1 Collect and Analyze Existing Data

Before planning the RI/FS activities, the Respondents shall thoroughly compile and review all existing Site data. Historical data shall be submitted electronically according to EPA Region 5 specifications. Existing Site data includes presently available data relating to the varieties and quantities of hazardous substances, pollutants, and contaminants at the Site, past disposal practices, and the results of previous sampling activities. Examples of existing information about the Site include historical aerial photographs, presently available data associated with the ATSDR reporting, and Site investigations included in the Hazard Ranking System (HRS) Documentation Record (2018) for the Site. EPA has initially identified trichloroethylene (TCE) and tetrachloroethylene (PCE) as potential contaminants of concern at the Site, based on review of the HRS documentation record.

1.1.2 Identify and Document Preliminary Remedial Action Objectives and Alternatives

The Respondents shall identify the remedial action (RAOs) for each actually or potentially contaminated medium. The RAOs will be documented in a technical memorandum subject to EPA approval. The Respondents will then identify a preliminary range of broadly defined potential remedial action alternatives and associated technologies. The range of potential alternatives should encompass, where appropriate, alternatives in which treatment

significantly reduces the toxicity, mobility, or volume of the waste; alternatives that involve containment with little or no treatment; and a no-action alternative.

Examples of preliminary RAOs based on currently available information include the following:

- Prevent unacceptable risks to human health and the environment from exposure to contaminated soil;
- Prevent unacceptable risks to human health and the environment from exposure to contaminated groundwater;
- Prevent unacceptable risks to human health and the environment from exposure to soil vapor;
- Prevent unacceptable risks to human health and the environment from exposure to contaminated surface water and sediments;
- Prevent the discharge of contaminated groundwater into surface water bodies above regulatory or risk-based concentrations; and
- Restore groundwater quality to beneficial use wherever practicable within a reasonable time frame.

1.1.3 Begin Preliminary Identification of Potential ARARs

The Respondents shall identify the potential state and federal applicable or relevant and appropriate requirements (ARARs) (chemical-specific, location-specific and action-specific) based on currently available information. ARAR identification will continue as Site conditions, contaminants, and remedial action alternatives are better defined.

1.2 RI/FS Planning Documents (Work Plan/Field Sampling Plan/Quality Assurance Project Plan/Health and Safety Plan)

1.2.1 General Requirements

Within 30 days after the effective date of this ASAO, the Respondents shall submit draft RI/FS Planning Documents (including the Work Plan (WP), Field Sampling Plan (FSP), Quality Assurance Project Plan (QAPP), and Health and Safety Plan (HASP)) to EPA, with a copy to IDEM, for review and approval by EPA.

The objective of the RI/FS Planning Documents is to develop an RI/FS strategy and general management plan that accomplishes the following:

- An RI that fully determines the nature and extent of the release or threatened release of hazardous substances, pollutants, or contaminants at the Site. In performing this investigation, the Respondents shall gather sufficient data, samples, and other information to adequately characterize the nature and extent of the contamination at the Site, to support human health and ecological risk assessments, to provide sufficient data for the identification and evaluation of remedial alternatives for the Site.

- An FS that identifies and evaluates alternatives for remedial action to protect human health and the environment by preventing, eliminating, controlling, or mitigating the release or threatened release of hazardous substances, pollutants, or contaminants at and from the Site.

When scoping the specific aspects of the project, the Respondents shall meet regularly with EPA to discuss all significant project planning decisions and special concerns associated with the Site.

The RI/FS Planning Documents shall include a detailed description of the tasks the Respondents shall perform, the information needed for each task, a detailed description of the information the Respondents shall produce during and at the conclusion of each task, and a description of the work products that the Respondents shall submit to EPA and IDEM. This includes the deliverables set forth in this RI/FS SOW; a schedule for each of the required activities consistent with the RI/FS Guidance and other relevant guidance; and a project management plan including a data management plan (e.g., requirements for project management systems and software; minimum data requirements; requirements for submittal of electronic data, data format, and backup data management), monthly reports to EPA and IDEM, and meetings and presentations to EPA and IDEM at the conclusion of each major phase of the RI/FS. The Respondents shall refer to Appendix B of the RI/FS Guidance for a description of the required contents of the RI/FS Planning Documents.

The RI/FS Planning Documents shall include the preliminary RAOs for the remedial action at the Site; preliminary potential state and federal ARARs (chemical-specific, location-specific, and action-specific); a description of the Site management strategy developed by the Respondents and EPA during scoping; a preliminary identification of remedial alternatives; and data needs for fully characterizing the nature and extent of the contamination at the Site, evaluating risks, and developing and evaluating remedial alternatives. The RI/FS Planning Documents shall reflect coordination with treatability study requirements, if any. The RI/FS Planning Documents shall also include a process for and manner of refining and/or identifying additional Federal and State ARARs, and for preparing the human health and ecological risk assessments and the FS.

1.2.2 RI/FS Work Plan

The Respondents shall submit an RI/FS WP that includes a comprehensive description of the work to be performed and corresponding schedules for completion. The Respondents shall refer to Appendix B of the RI/FS Guidance for a comprehensive description of the contents of the required WP.

Because of the unknown nature of the site and iterative nature of the RI/FS, additional data requirements and analyses may be identified throughout the process. The Respondents shall submit a technical memorandum documenting the need for additional data and identifying the Data Quality Objectives (DQOs) whenever such requirements are identified. In any event, the Respondents are responsible for fulfilling additional data and analysis needs

identified by EPA consistent with the general scope and objectives of this RI/FS.

1.2.2.1 Site Background

The Site Background section shall include a brief summary of the Site location; description; physiography; hydrology; geology; demographics; ecological, cultural and natural resource features; Site history; previous investigations and responses conducted at the Site by local, state, federal, or private parties; and Site data evaluations and project planning completed during the scoping process.

The Site Background section shall discuss the locations of existing groundwater monitoring wells, if any, and previous surface water, sediment, soil, groundwater, and air sampling locations. The Site Background section shall include a summary description of available data and identify areas where hazardous substances, pollutants, or contaminants were detected and the detected levels. The Site Background section shall include tables displaying the minimum and maximum levels of detected hazardous substances, pollutants, or contaminants in Site areas and media.

The RI/FS WP shall be accompanied by a relational database of all Site analytical data collected under CERCLA authority to date.

1.2.2.2 Data Gap Description/Data Acquisition

As part of the RI/FS WP, the Respondents shall analyze the currently available data. The Respondents shall identify those areas of the Site and nearby areas that require data and evaluation in order to define the extent of hazardous substances, pollutants, or contaminants. This Section of the WP shall include a description of the number, types, and locations of samples to be collected. The WP shall include an environmental program to accomplish the following:

- Conduct Site Reconnaissance. The Respondents shall conduct, as appropriate:
 - Site surveys including property, boundary, utility rights-of-way, and topographic information
 - Land survey
 - Topographic mapping
 - Field screening
- Conduct Geological Investigations (Soils and Sediments). The Respondents shall conduct geological investigations to determine the extent of hazardous substances, pollutants or contaminants in surface soils, subsurface soils, and sediments at the Site. As part of this geological investigation Respondents shall, as appropriate:
 - Collect surface soil samples
 - Collect subsurface soil samples
 - Perform soil boring and permeability sampling
 - Collect sediment samples
 - Survey soil gases

- Test pit
- Identify real-world horizontal, vertical, and elevation coordinates for all samples and Site features in accordance with EPA Region 5 electronic data requirements
- Conduct Air Investigations. If EPA determines it to be necessary, the Respondents shall conduct air investigations to determine the extent of atmospheric hazardous substances, pollutants, or contaminants at and from the Site, which shall include, as appropriate:
 - Collect air samples
 - Establish air monitoring station
- Conduct Hydrogeological Investigations (Groundwater). The Respondents shall conduct hydrogeological investigations of groundwater to determine the horizontal and vertical distribution of hazardous substances, pollutants, or contaminants in the groundwater and the extent, fate, and transport of any groundwater plumes containing hazardous substances, pollutants, or contaminants. The hydrogeological investigation shall include, as appropriate:
 - Install well systems
 - Collect samples from upgradient, downgradient, and private wells
 - Collect samples during drilling (e.g., Hydro Punch or equivalent)
 - Perform hydraulic tests (such as Pump Tests, Slug Tests, and Grain Size Analyses)
 - Measure groundwater elevations and determine horizontal and vertical sample locations in accordance with EPA Region 5 electronic data requirements
 - Conduct an assessment for preliminary vapor intrusion sampling for structures located above the contaminated groundwater plume
 - Groundwater modeling of existing groundwater data and any groundwater samples collected during the RI to assist in scoping of remedial alternatives
 - Determine the direction of regional and local groundwater flow
 - Identify the local uses of groundwater including the number, location, depth and use of nearby private and municipal wells
- Conduct Hydrogeological Investigations (Surface Water). The Respondents shall conduct hydrogeological investigations to determine the nature and extent of contamination of surface water at and from the Site. The hydrogeological investigation shall include, as appropriate:
 - Collect samples
 - Measure surface water elevation and depth
 - Evaluate flow and hydrodynamics
- Conduct Ecological Investigations. The Respondents shall conduct ecological investigations to assess the impact to aquatic and terrestrial ecosystems from the disposal, release, and migration of hazardous substances, pollutants, or contaminants at the Site including, as appropriate:

- Wetland and habitat delineation
 - Wildlife observations
 - Community characterization
 - Endangered species identification
 - Biota sampling and population studies
- Collect Contaminated Building Samples. The Respondents shall collect contaminated building samples, as appropriate.
 - Dispose of Investigation-Derived Waste. The Respondents shall characterize and dispose of investigation-derived wastes in accordance with local, state, and federal regulations as specified in the FSP (see the Fact Sheet, Guide to Management of Investigation-Derived Wastes, 9345.3-03FS (January 1992)).
 - Evaluate and Document the Need for Treatability Studies. If the Respondents or EPA identify remedial actions that involve treatment, the Respondents shall include treatability studies as outlined in Task 5 of this RI/FS SOW unless the Respondents satisfactorily demonstrate to EPA that such studies are not needed. If treatability studies are needed, the Respondents shall plan initial treatability testing activities (such as research and study design) to occur concurrently with Site characterization activities.

1.2.3 Field Sampling Plan

Respondents shall prepare the FSP to ensure that sample collection and analytical activities are conducted in accordance with technically acceptable protocols and that the data meet the site-specific DQOs as established in the QAPP and WP. All sampling and analyses performed shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/ quality control (QA/QC), data validation, and chain of custody procedures.

The Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with EPA guidance.

Upon request by EPA, the Respondents shall have such a laboratory analyze samples submitted by EPA for quality assurance monitoring. The Respondents shall provide EPA with the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. The Respondents shall also ensure the provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by EPA, the Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by the Respondents or their contractors or agents. The Respondents shall notify EPA not less than 15 business days in advance of any sample collection activity. EPA shall have the right to take any additional samples that it deems necessary.

1.2.4 Quality Assurance Project Plan

The Respondents shall prepare a QAPP that is site-specific and covers sample analysis and data handling for samples collected during the RI, based on the RI/FS ASAO and guidance provided by EPA. The Respondents shall prepare the QAPP in accordance with "EPA Requirements of Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-02/009, December 2002), and the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP) Manual (EPA/505/B-04/900A, March 2005) or equivalent documentation as determined by EPA. The QAPP may include field-based analytical methods, if appropriate and scientifically defensible.

The Respondents shall demonstrate, in advance and to EPA's satisfaction, that each laboratory it may use is qualified to conduct the proposed work. This includes use of methods and analytical protocols for the chemicals of concern in the media sampled within detection and quantification limits consistent with both QA/QC procedures and DQOs approved by EPA in the QAPP for the Site. The laboratory must have and follow an approved QA program. If a laboratory not in the Contract Laboratory Program is selected, methods consistent with CLP methods that would be used at this Site for the purposes proposed and QA/QC procedures approved by EPA shall be used. The Respondents shall only use laboratories which have a documented Quality Assurance Program which complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01-002, March 2001) or equivalent documentation as determined by EPA.

Upon request by EPA, the Respondents shall have their laboratory analyze samples submitted by EPA for quality assurance monitoring. The Respondents shall provide EPA with the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. The Respondents shall also ensure the provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

The Respondents shall participate in a pre-QAPP meeting or conference call with EPA, if requested by EPA. The purpose of this meeting or conference call is to discuss QAPP requirements and obtain any clarification needed to prepare the QAPP.

1.2.5 Health and Safety Plan

The Respondents shall prepare a HASP that conforms to its health and safety program and complies with the Occupational Safety and Health Administration (OSHA) regulations and protocols outlined in 29 C.F.R. Part 1910. The HASP shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). The HASP shall include the 11 elements described in the RI/FS Guidance such as a health and safety risk analysis, a description of monitoring and personal protective equipment, medical monitoring, and Site control. EPA does not "approve" the Respondents' HASP, but rather EPA reviews it to ensure that all the necessary elements are included, and that the plan

provides for the protection of human health and the environment, and after that review provides comments as may be necessary and appropriate. The safety plan must, at a minimum, follow the EPA's guidance document Standard Operating Safety Guides (Publication 9285.1-03, PB92-963414, June 1992).

TASK 2: COMMUNITY INVOLVEMENT SUPPORT

2.1 Develop Community Involvement Plan

EPA will prepare a Community Involvement Plan, in accordance with EPA guidance and the NCP.

(1) If requested by EPA, Respondents shall participate in community involvement activities, including participation in (i) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (ii) public meetings that may be held or sponsored by EPA to explain activities at or relating to the Site. Respondents' support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (i) any Community Advisory Groups, (ii) any Technical Assistance Grant recipients and their advisors, and (iii) other entities to provide them with a reasonable opportunity for review and comment. EPA may describe in its community involvement plan Respondents' responsibilities for community involvement activities. All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight. Upon EPA's request, Respondents shall establish a community information repository at or near the Site to house one copy of the administrative record.

(2) As requested by EPA, Respondents shall, within 15 days, designate and notify EPA of Respondents' Community Involvement Coordinator ("CI Coordinator"). Respondents may hire a contractor for this purpose. Respondents' notice must include the name, title, and qualifications of the Respondents' CI Coordinator. Respondents' CI Coordinator is responsible for providing support regarding EPA's community involvement activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

(3) Within 30 days after a request by EPA, Respondents shall provide EPA with a Technical Assistance Plan (TAP) for arranging (at Respondents' own expense up to \$50,000) for a qualified community group: (i) to receive services from [an] independent technical advisor[s] who can help group members understand Site cleanup issues, and (ii) to share this information with others in the community during the Work conducted pursuant to this Settlement. The TAP shall state that Respondents will provide and arrange for any additional assistance needed if the selected community group demonstrates such a need as provided in the SOW prior to EPA's issuance of the Record of Decision contemplated by this Settlement. If EPA disapproves of or requires revisions to Respondents' draft

TAP, in whole or in part, then Respondents shall amend and submit to EPA a revised TAP that is responsive to EPA's comments, within 30 days after receiving EPA's comments.

EPA has the responsibility of developing and implementing community involvement activities for the Site. The critical community involvement planning steps performed by EPA and IDEM include conducting community interviews and developing a Community Involvement Plan.

TASK 3: SITE CHARACTERIZATION

3.1 Investigate and Define Site Physical and Biological Characteristics

The Respondents shall implement the Work Plan/Field Sampling Plan and collect data on the physical and biological characteristics of the Site and its surrounding areas including the physiography, geology, hydrology, and specific physical characteristics. This information will be ascertained through a combination of historical data and photographic review, physical measurements, observations, and sampling efforts and will be utilized to define potential transport pathways and human ecological receptor populations. In defining the Site's physical characteristics, the Respondents will also obtain sufficient engineering data (such as hydraulic conductivity) for the projection of contaminant fate and transport and development and screening of remedial action alternatives, including, if appropriate, information to assess treatment technologies.

The Respondents shall provide the RPM, or the entity designated by the RPM, with a paper copy and an electronic copy (according to EPA Region 5 format specification) of technical information related to Site Characterization, including laboratory data, within the monthly progress reports and in no event later than 30 days after complete laboratory data packages with results are received by the Respondents. In addition, the monthly progress reports will summarize field activities (including drilling locations, depths, and field notes if requested by the RPM), problems encountered, solutions to problems, and upcoming field activities.

Upon request by EPA, the Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by the Respondents or their contractors or agents. The Respondents shall notify EPA not less than 15 business days in advance of any sample collection activity. The EPA shall have the right to take any additional samples that it deems necessary.

3.2 Define Sources of Contamination

The Respondents shall locate each source of contamination, using the sources identified in the site inspection report prepared by IDEM and identifying other potential sources based on historical information and collected sample data. For each location, Respondents shall determine the areal extent and depth of contamination, and as appropriate sample at incremental depths on a sampling grid. Respondents shall determine the physical characteristics and chemical constituents and their concentrations for all known and discovered sources of

contamination. The Respondents shall conduct sufficient sampling to define the boundaries of the contaminant sources to the level established in the QAPP and DQOs. Defining the source of contamination shall include, as appropriate, analyzing the potential for contaminant release (e.g., long term leaching from soil), contaminant mobility and persistence, and characteristics important for evaluating remedial actions, including information to assess treatment technologies.

3.3 Describe the Nature and Extent/Fate and Transport of Contamination

The Respondents shall gather information to describe the nature and extent of contamination as a final step during the field investigation. To describe the nature and extent of contamination, the Respondents will utilize the information on the Site's physical and biological characteristics and sources of contamination to give a preliminary estimate of the contaminants that may have migrated. The Respondents will then implement a monitoring program and any study program identified in the work plan or sampling plan such that by using analytical techniques sufficient to detect and quantify the concentration of contaminants, the migration, or potential for migration, of contaminants through the various media at the Site can be determined. To the extent practical, such programs shall be designed using an iterative approach to maximize the efficiency and effectiveness of the data gathering activities. In addition, the Respondents shall gather data for calculations of contaminant fate and transport. This process is continued until the area and depth of contamination are known to the level of contamination established in the QAPP and DQOs.

3.3.1 Evaluate Site Characteristics

The Respondents shall analyze and evaluate the data to describe: (1) Site physical and biological characteristics; (2) contaminant source characteristics; (3) nature and extent of contamination; and (4) contaminant fate and transport. Results of the Site's physical characteristics, source characteristics, and extent of contamination analyses are utilized in the analysis of contaminant fate and transport. The Respondents shall evaluate the actual and potential magnitude of releases from the sources, and horizontal and vertical spread of contamination as well as mobility and persistence of contaminants. If modeling is appropriate, such models shall be identified to EPA in a technical memorandum prior to their use. All data and programming, including any proprietary programs, shall be made available to EPA together with a sensitivity analysis. The RI data shall be presented electronically according to EPA Region 5 format requirements. Analysis of data collected for Site characterization will meet the DQOs developed in the QAPP and stated in the FSP (or revised during the RI).

3.3.2 Site Characterization Technical Memorandum

After the final phase of field sampling and analysis, the Respondents will prepare and submit a Site Characterization Technical Memorandum. This summary will review the investigative activities that have taken place and describe and display site data documenting the location and characteristics of surface and subsurface features and contamination at the site including the affected medium, location, types, physical state, concentration of contaminants and quantity. In

addition, the location, dimensions, physical condition and varying concentrations of each contaminant throughout each source and the extent of contaminant migration through each of the affected media will be documented. Respondents will address each of EPA's comments on the Site Characterization Technical Memorandum in the draft RI Report (Task 4).

3.3.3 Reuse Assessment

If EPA determines that a Reuse Assessment is necessary,¹ Respondents will perform the Reuse Assessment in accordance with the SOW, RI/FS Work Plan, and applicable guidance. The Reuse Assessment should provide sufficient information to develop realistic assumptions of the reasonably anticipated future uses for the Site. Respondents shall prepare the Reuse Assessment in accordance with EPA guidance, including, but not limited to: "Reuse Assessments: A Tool to Implement the Superfund Land Use Directive." OSWER Directive 9355.7-06P (June 2001).²

3.3.4. Current and Future Land Uses Memorandum.

The Respondents shall submit a Current and Future Land Uses Memorandum to EPA for review and approval that evaluates the current and reasonably anticipated future land uses at the Site. The Memorandum shall identify: (1) past uses at the Site, including title and lien information; (2) current uses of the Site and neighboring areas; (3) the Respondents' plans, if any, for the Site following cleanup and any prospective purchasers; (4) applicable zoning laws and ordinances; (5) current zoning; (6) applicable local area land use plans, master plans, and how they affect the Site; (7) existing local restrictions on property; (8) property boundaries; (9) groundwater use determinations, wellhead protection areas, recharge areas, and other areas identified in the state's Comprehensive Ground Water Protection Program; (10) flood plains, wetlands, or endangered or threatened species; and (11) utility rights-of-way.

3.3.5 Screening Level Ecological Risk Assessment

Respondents shall conduct a Screening Level Ecological Risk Assessment (SLERA) and submit a SLERA Report to EPA, with a copy to IDEM, for review and approval by EPA. Respondents shall conduct the screening level assessment and prepare the SLERA in accordance with EPA guidance including, at a minimum: "Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments" (EPA-540-R-97-006, June 1997, OSWER Directive 9285.7-25). The SLERA shall assess the need, and if required, the level of effort necessary, to conduct a detailed (or baseline) ecological risk assessment.

3.3.6 Baseline Risk Assessment

¹ OSWER Directive No. 9355.7-06P, "Reuse Assessments: A Tool to Implement the Superfund Land Use Directive," states that "[d]etermining the applicability and scope of a reuse assessment will be dependent on-site specific circumstances and/or the overall approach anticipated for addressing the site." The guidance indicates that a reuse assessment may not be necessary at every site.

² This guidance permits, in general, the party performing the RI/FS to perform the reuse assessment. EPA can determine the appropriate level of oversight when PRPs perform the reuse assessment.

The Baseline Risk Assessment refers collectively to the Baseline Human Health Risk Assessment and Baseline Ecological Risk Assessment, described below.

3.3.6.1 Baseline Human Health Risk Assessment

Respondents will perform the Baseline Human Health Risk Assessment and Ecological Risk Assessment³ (“Risk Assessments”) in accordance with the SOW, RI/FS Work Plan, and applicable EPA guidance, including but not limited to: “Interim Final Risk Assessment Guidance for Superfund, Volume I - Human Health Evaluation Manual (Part A),” RAGS, EPA-540-1-89-002, OSWER Directive 9285.7-01A (December 1989); “Interim Final Risk Assessment Guidance for Superfund, Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments),” RAGS, EPA-540-R-97-033, OSWER Directive 9285.7-01D (January 1998); and “Ecological Risk Assessment Guidance for Superfund: Process for Designing and Conducting Ecological Risk Assessments,” ERAGS, EPA-540-R-97-006, OSWER Directive 9285.7-25 (June 1997).

3.3.6.2 Baseline Ecological Risk Assessment

As an attachment to the RI Report, the Respondents shall, if required on the basis of the SLERA, submit a Baseline Ecological Risk Assessment Report to EPA, with a copy to IDEM, for review and approval by EPA. In the Baseline Ecological Risk Assessment Report, if required, the Respondents shall evaluate and assess the risk to the environment posed by site contaminants. Respondents shall prepare the Ecological Risk Assessment Report in accordance with EPA guidance including, at a minimum: “Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments, (EPA-540-R-97-006, OSWER Directive 9285.7-25, June 1997).

TASK 4: REMEDIAL INVESTIGATION REPORT

In accordance with the schedule in Exhibit A, the Respondents shall submit to EPA, with a copy to IDEM, for review and approval by EPA, an RI Report addressing all of the Site and nearby areas. The RI Report shall be consistent with the RI/FS ASAO and this RI/FS SOW. The RI Report shall accurately establish the Site characteristics, such as media contaminated, extent of contamination, and the physical boundaries of the contamination. Pursuant to this objective, the Respondents shall obtain only the essential amount of detailed data necessary to determine the movement of key contaminant(s) and extent of contamination. The key contaminant(s) must be selected based on persistence and mobility in the environment and the degree of hazard. The key contaminant(s) identified in the RI shall be evaluated for receptor exposure, and an estimate of the key contaminant(s) level reaching human or environmental receptors must be made. The Respondents shall use existing standards and guidelines, such as drinking-water standards, water-quality criteria, and other criteria accepted by the EPA as appropriate for the situation, to evaluate effects on human receptors who may be exposed to the key contaminant(s) above appropriate standards or guidelines. Respondents shall complete the

³ OSWER Directive No. 9340.1-02, “Revised Policy on Performance of Risk Assessments During Remedial Investigation/Feasibility Studies (RI/FS) Conducted by Potentially Responsible Parties,” permits PRPs to perform the baseline risk assessment where appropriate.

RI Report in accordance with the requirements below.

The Respondents shall submit an RI Report to EPA for review and approval pursuant to Section 2 that includes the following:

- Executive Summary
- Site Background
- Investigation (as applicable)
 - Site Reconnaissance
 - Field Investigation and Technical Approach
 - Chemical Analysis and Analytical Methods
 - Field Methodologies
 - Biological
 - Vapor intrusion, including soil gas and indoor air as appropriate
 - Surface Water
 - Sediment
 - Soil Boring
 - Soil Sampling
 - Monitoring Well Installation
 - Groundwater Sampling
 - Hydrogeological Assessment
 - Air Sampling
 - Waste Investigation
 - Geophysical Investigation
- Site Characteristics (as applicable)
 - Geology
 - Hydrogeology
 - Meteorology
 - Demographics and Land Use
 - Ecological Assessment
 - Hydrodynamics
- Nature and Extent of Contamination
 - Contaminant Sources
 - Contaminant Distribution and Trends
- Fate and Transport
 - Contaminant Characteristics
 - Transport Processes
 - Contaminant Migration Trends
- Human Risk Assessment
 - Hazard Identification (Sources)

- Dose-Response Assessment
 - Prepare Conceptual Exposure/Pathway Analysis
 - Characterization of Site and Potential Receptors
 - Exposure Assessment
 - Risk Characterization
 - Identification of Limitations/Uncertainties
 - Site Conceptual Model
- Ecological Risk Assessment
 - Hazard Identification (Sources)
 - Dose-Response Assessment
 - Prepare Conceptual Exposure/Pathway Analysis
 - Characterization of Site and Potential Receptors
 - Selection of Chemicals, Indicator Species, and End Points
 - Exposure Assessment
 - Toxicity Assessment/Ecological Effects Assessment
 - Risk Characterization
 - Identification of Limitations/Uncertainties
 - Site Conceptual Model
 - Remedial Action Objectives

The report shall include remedial action objectives for Engineering Controls as well as for Institutional Controls.

- Summary and Conclusions

TASK 5: TREATABILITY STUDIES

If EPA determines, or the Respondents determine and EPA approves, that treatability testing is necessary, the Respondents shall conduct treatability studies as described in this Task 5 of this RI/FS SOW. In addition, if applicable, the Respondents shall use the testing results and operating conditions in the detailed design of the selected remedial technology. The Respondents shall perform the following activities.

5.1 Determine Candidate Technologies and the Need for Testing

The Respondents shall submit a Candidate Technologies and Testing Needs Technical Memorandum, to EPA, with a copy to IDEM, for review and approval by EPA, that identifies candidate technologies for a treatability studies program no later than at the time of submittal of the Draft RI Report. The list of candidate technologies shall cover the range of technologies required for alternatives analysis. The Respondents shall determine and refine the specific data requirements for the testing program during Site characterization and the development and screening of remedial alternatives.

5.1.1 Conduct Literature Survey and Determine the Need for Treatability Testing

Within the Candidate Technologies and Testing Needs Technical Memorandum, the Respondents shall conduct a literature survey to gather information on the performance, relative costs, applicability, removal efficiencies, operation and maintenance (O&M) requirements, and implementability of candidate technologies. The Respondents shall conduct treatability studies except where the Respondents can demonstrate to EPA's satisfaction that they are not needed.

5.2. Treatability Testing and Deliverables

5.2.1 Treatability Testing Work Plan and Sampling and Analysis Plan

If EPA determines that treatability testing is necessary, the Respondents shall propose to EPA the type of treatability testing to use (e.g., bench versus pilot). However, EPA reserves the right to direct the Respondents to perform treatability testing it determines to be appropriate and necessary. Within 45 days of EPA's request, the Respondents shall submit a Treatability Testing Work Plan and a Sampling and Analysis Plan (SAP), or amendments to the original RI/FS WP, FSP, and QAPP, to EPA, with a copy to IDEM, for review and approval by EPA, that describes the Site background, the remedial technology(ies) to be tested, test objectives, experimental procedures, treatability conditions to be tested, measurements of performance, analytical methods, data management and analysis, health and safety, and residual waste management. The Respondents shall document the DQOs for treatability testing as well.

If pilot scale treatability testing is to be performed, the Treatability Study Work Plan shall describe pilot plant or testing installation and start-up, pilot plant or testing operation and maintenance procedures, operating conditions to be tested, a sampling plan to determine pilot plant or testing performance, and a detailed HASP (or amendment to the existing HASP). If testing is to be performed off site, the plans shall address all permitting requirements. The requirements of SAPs are outlined in Tasks 1.2.3 and 1.2.4 of this RI/FS SOW.

5.2.2 Treatability Study Health and Safety Plan

If the original HASP is not adequate for defining the activities to be performed during the treatability tests, the Respondents shall submit a separate or amended HASP. Task 1.2.5 of this SOW provides additional information on the requirements of the HASP. EPA reviews, but does not "approve" the Treatability Study HASP.

5.2.3 Treatability Study Evaluation Report

Following the completion of the treatability testing, the Respondents shall analyze and interpret the testing results in a technical report to EPA and IDEM. Respondents shall submit the treatability study report according to the schedule in the Treatability Study Work Plan. This report may be a part of the Site Characterization Technical Memorandum, the RI Report, or submitted as a separate deliverable. The Treatability Study Evaluation Report shall evaluate each technology's effectiveness, implementability and cost, and actual results as compared with predicted results. The report shall also evaluate the potential for full-scale application of the

technology, including a sensitivity analysis identifying the key parameters affecting full-scale operation.

TASK 6: DEVELOPMENT AND SCREENING OF ALTERNATIVES (TECHNICAL MEMORANDUM)

The Respondents shall develop and screen an appropriate range of remedial alternatives that will be evaluated by the Respondents. This range of alternatives shall include, as appropriate, options in which treatment is used to reduce the toxicity, mobility, or volume of wastes, but which vary in the types of treatment, the amount treated, and the manner in which long-term residuals or untreated wastes are managed; options involving containment with little or no treatment; options involving both treatment and containment; and a no-action alternative. The Respondents shall perform the following activities as a function of the development and screening of remedial alternatives.

6.1 Alternatives Development and Screening Deliverables

The Respondents shall develop and screen alternatives. The Respondents shall prepare and submit to EPA two technical memoranda for this task: A Remedial Action Objectives Technical Memorandum and an Alternatives Screening Technical Memorandum.

6.1.1 Remedial Action Objectives Technical Memorandum

The Respondents shall submit a Remedial Action Objectives Technical Memorandum to EPA, with a copy to IDEM, for review and approval by EPA. The Respondents shall submit the Remedial Action Objectives Technical Memorandum within 45 days of receipt of EPA's comments on the Draft RI Report. Based on the baseline human health and ecological risk assessments, the Respondents shall document the specific remedial action objectives for Engineering Controls as well as Institutional Controls (ICs). The remedial action objectives shall specify the contaminants and media of concern, potential exposure pathways and receptors, and contaminant level or range of levels (at particular locations for each exposure route) that are protective of human health and the environment. Remedial action objectives shall be developed by considering the factors set forth in 40 C.F.R. § 300.430(e)(2)(i). The Respondents shall incorporate EPA's comments on the remedial action objectives in the Alternatives Screening Technical Memorandum.

6.1.2 Alternatives Screening Technical Memorandum

The Respondents shall submit an Alternatives Screening Technical Memorandum to EPA, with a copy to IDEM, for review and approval by EPA. The Alternatives Screening Technical Memorandum shall summarize the work performed and the results of each of the above tasks and shall include an alternatives array summary. If required by EPA, the Respondents shall modify the alternatives array to assure that the array identifies a complete and appropriate range of viable alternatives to be considered in the detailed analysis. The Alternatives Screening Technical Memorandum shall document the methods, the rationale, and the results of the alternatives screening process. The Respondents shall incorporate EPA's comments on

the Alternatives Screening Technical Memorandum into the Comparative Analysis of Alternatives Technical Memorandum. The Respondents shall submit the Alternatives Screening Technical Memorandum within 30 days of receipt of EPA's approval of the Remedial Action Objectives Technical Memorandum.

6.1.2.1 Develop General Response Actions

In the Alternatives Screening Technical Memorandum, the Respondents shall develop general response actions for each medium of interest including containment, treatment, excavation, pumping, or other actions, singly or in combination, to satisfy the EPA-approved remedial action objectives.

6.1.2.2 Identify Areas or Volumes of Media

In the Alternatives Screening Technical Memorandum, the Respondents shall identify areas or volumes of media to which the general response actions may apply, taking into account requirements for protectiveness as identified in the remedial action objectives. The Respondents shall also take into account the chemical and physical characterization of the Site.

6.1.2.3 Identify, Screen, and Document Remedial Technologies

In the Alternatives Screening Technical Memorandum, the Respondents shall identify and evaluate technologies applicable to each general response action to eliminate those that cannot be implemented at the Site. The Respondents shall refine applicable general response actions to specify remedial technology types. The Respondents shall identify technology process options for each of the technology types concurrently with the identification of such technology types or following the screening of considered technology types. The Respondents shall evaluate process options on the basis of effectiveness, implementability, and cost factors to select and retain one or, if necessary, more representative processes for each technology type. The Respondents shall summarize and include the technology types and process options in the Alternatives Screening Technical Memorandum. Whenever practicable, the alternatives shall also consider the CERCLA preference for treatment over conventional containment or land disposal approaches.

In the Alternatives Screening Technical Memorandum, Respondents shall provide a preliminary list of alternatives to address contaminated soil, sediments, surface water, groundwater, and air contamination at the Site that shall consist of, but is not limited to, treatment technologies, removal and off-site treatment/disposal, removal and on-site disposal, and in-place containment for soils, sediments, and wastes. See 40 C.F.R. § 300.430(e)(1)-(7). The Respondents shall specify the reasons for eliminating any alternatives.

6.1.2.4 Assemble and Document Alternatives

The Respondents shall assemble the selected representative technologies into alternatives for each affected medium or operable unit. Together, all of the alternatives shall represent a range of treatment and containment combinations that address either the Site as a whole. The

Respondents shall prepare a summary of the assembled alternatives and their related ARARs for the Alternatives Screening Technical Memorandum. The Respondents shall specify the reasons for eliminating alternatives during the preliminary screening process.

6.1.2.5 Refine Alternatives

The Respondents shall refine the remedial alternatives to identify the volumes of contaminated media the proposed processes will address and size critical unit operations, as necessary. The Respondents shall collect sufficient information for an adequate comparison of alternatives. The Respondents shall also modify the remedial action objectives for each chemical in each medium as necessary to incorporate any new human health and ecological risk assessment information presented in the Respondents' baseline human health and ecological risk assessment reports. Additionally, the Respondents shall update ARARs as the remedial alternatives are refined.

6.1.3 Conduct and Document Screening Evaluation of Each Alternative

The Respondents may perform a final screening process based on short- and long-term aspects of effectiveness, implementability, and relative cost. Generally, this screening process is only necessary when there are many feasible alternatives available for a detailed analysis. If necessary, the Respondents shall conduct the screening of alternatives to assure that only the alternatives with the most favorable composite evaluation of all factors are retained for further analysis. As appropriate, the screening shall preserve the range of treatment and containment alternatives that was initially developed. The range of remaining alternatives shall include options that use treatment technologies and permanent solutions to the maximum extent practicable. The Respondents shall prepare an Alternatives Screening Technical Memorandum that summarizes the results and reasoning employed in screening; arrays the alternatives that remain after screening; and identifies the action specific ARARs for the alternatives that remain after screening.

TASK 7: DETAILED ANALYSIS OF ALTERNATIVES (FS REPORT)

The Respondents shall conduct and present a detailed analysis of remedial alternatives to provide EPA with the information needed to select a Site remedy.

7.1 Detailed Analysis of Alternatives

The Respondents shall conduct a detailed analysis of the remedial alternatives for the Site. The detailed analysis shall include an analysis of each remedial option against each of the nine evaluation criteria set forth in 40 C.F.R. § 300.430(e)(9)(iii) and a comparative analysis of all options using the same nine criteria as a basis for comparison.

7.1.1 Apply Nine Criteria and Document Analysis

The Respondents shall apply the nine evaluation criteria to the assembled remedial alternatives to ensure that the selected remedial alternative will protect human health and the environment

and meet remedial action objectives; will comply with, or include a waiver of, ARARs; will be cost-effective; will utilize permanent solutions and alternative treatment technologies, or resource recovery technologies, to the maximum extent practicable; and will address the statutory preference for treatment as a principal element. The evaluation criteria include: (1) overall protection of human health and the environment and how the alternative meets each of the remedial action objectives; (2) compliance with ARARs; (3) long-term effectiveness and permanence; (4) reduction of toxicity, mobility, or volume; (5) short-term effectiveness; (6) implementability; (7) cost; (8) state acceptance; and (9) community acceptance. (Note: Criteria 8 and 9 are considered after the RI/FS report has been released to the general public.) For each alternative, the Respondents shall provide: (1) a description of the alternative that outlines the waste management strategy involved and identifies the key ARARs associated with each alternative, and (2) a discussion of the individual criterion assessment.

7.1.2 Compare Alternatives Against Each Other and Document the Comparison of Alternatives

The Respondents shall perform a comparative analysis between the remedial alternatives and incorporate it into a section of the FS Report. Respondents shall compare each alternative against the other alternatives using the evaluation criteria as a basis of comparison.

7.1.3 Alternatives Analysis for Institutional Controls and Screening

Respondents shall submit a memorandum on the ICs identified in the Memorandum on Development and Screening of Alternatives as potential remedial actions. The Alternatives Analysis for ICs and Screening shall (i) describe the restrictions needed on land, water, or other resources and their relationship to the remedial action objectives; (ii) determine the specific types of ICs that can be used to address and implement the land, water, or other resource use restrictions; (iii) investigate when the ICs need to be implemented and how long they must remain in place; (iv) research, discuss, and document any agreement or other arrangements with the proper entities (e.g., state, local government, local landowners, conservation organizations, Respondents) on exactly who will be responsible for implementing, maintaining, and enforcing the ICs.⁴ The Alternatives Analysis for ICs and Screening shall also evaluate the ICs identified in the Memorandum on Development and Screening of Alternatives against the nine evaluation criteria outlined in the NCP (40 C.F.R. § 300.430(e)(9)(iii)) for CERCLA cleanups, including but not limited to costs to implement, maintain, and/or enforce the ICs.⁵ The Alternatives Analysis for ICs and Screening shall be submitted as an appendix to the draft Feasibility Study Report ("FS Report").

⁴ See "Institutional Controls: A Site Manager's Guide to Identifying, Evaluating and Selecting Institutional Controls at Superfund and RCRA Corrective Action Cleanups" ("A Site Manager's Guide to ICs"), OSWER Directive 9355.0-74FS-P (September 2000) and "Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites" ("PIME IC Guide"), OSWER Directive 9355.0-89 (November 2010) for guidance on these considerations.

⁵ See A Site Manager's Guide to ICs, *id.*, for discussion of what factors to consider with respect to evaluation of ICs under the nine criteria. It is not necessary to evaluate "reduction of toxicity, mobility or volume through treatment" in the context of ICs. See the PIME IC Guide, *id.*, for further discussion of ICs lifecycle considerations.

7.2 Feasibility Study Report

Within 60 days after receipt of EPA's comments on the Comparative Analysis of Alternatives Technical Memorandum, the Respondents shall prepare and submit a draft FS Report to EPA for its review pursuant to Section 2. If the Comparative Analysis of Alternatives Technical Memorandum is not required by EPA, the Respondents shall prepare and submit a draft FS Report to EPA for its review within 90 days after receipt of EPA's comments on the Alternatives Screening Technical Memorandum, pursuant to Section 2. The FS Report shall summarize the development and screening of the remedial alternatives and present the detailed analysis of remedial alternatives. In addition, the FS Report shall also include the information EPA will need to prepare relevant sections of the Record of Decision (ROD) for the Site.

TASK 8: PROGRESS REPORTS

The Respondents shall submit monthly written progress reports to EPA and IDEM concerning actions undertaken pursuant to the RI/FS ASAOC and this RI/FS SOW, beginning 30 calendar days after the effective date of the RI/FS ASAOC, until the termination of the RI/FS ASAOC, unless otherwise directed in writing by the RPM. These reports shall include, but not be limited to, a description of all significant developments during the preceding period, including the specific work that was performed and any problems that were encountered; paper and electronic copies (formatted according to EPA specifications) and a summary of the analytical data that was received during the reporting period; and the developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and actual or planned resolutions of past or anticipated problems. The monthly progress reports will summarize the field activities conducted each month including, but not limited to: drilling and sample locations, depths and descriptions; boring logs; sample collection logs; field notes; problems encountered; solutions to problems; a description of any modifications to the procedures outlined in the RI/FS WP, FSP, QAPP or HASP, with justifications for the modifications; a summary of all data received during the reporting period and the analytical results; and upcoming field activities. In addition, the Respondents shall provide the RPM or the entity designated by the RPM with all laboratory data within the monthly progress reports and in no event later than 45 days after complete laboratory data packages with results are received by the Respondents.

EXHIBIT A
SCHEDULE FOR MAJOR DELIVERABLES

DELIVERABLE	DUE DATE
Task 1.2 – RI/FS Planning Documents, including Work Plan, Field Sampling Plan, Quality Assurance Project Plan and Health and Safety Plan	RI/FS Planning documents are due 30 days after effective date of ASAOC. Final RI/FS Planning Documents are due 30 days after EPA notification of deficiencies pursuant to Section 2 of the RI/FS SOW and Section IX of the RI/FS ASAOC.
Task 2 – Community Involvement Support	To be included as a section in the monthly progress reports.
Task 3.3.2 – Site Characterization Technical Memorandum	Draft Memorandum is due 60 days after the end of the final phase of fieldwork.
Task 3.3.3 – Current and Future Land Uses and Reuse Memorandum	Draft Memorandum is due 60 days after the end of the final phase of fieldwork. Any subsequent revisions, if required, are due within 21 days of receipt of EPA's comments.
Task 3.3.4 - Screening Level Ecological Risk Assessment Report	Draft SLERA Report is due 60 days after the end of the final phase of fieldwork. Final SLERA Report is due 30 days of receipt of EPA's comments. Any subsequent revisions, if required, are due within 21 days of receipt of EPA's comments.
Task 3.3.5 - Baseline Risk Assessment Report	Draft Report is due with the draft RI Report. Final Report is due with the final RI Report. Any subsequent revisions, if required, are due within 45 days of receipt of EPA's comments.
Task 4 – RI Report	Draft RI Report is due 45 days after receipt of EPA's comments on the Site Characterization Technical Memorandum (Task 3.3.3). Final RI Report is due 30 days after receipt of EPA's notification of deficiencies pursuant to Section 2 of this RI/FS SOW and Section IX of the RI/FS ASAOC. Any subsequent revisions, if required, are due within 30 days

DELIVERABLE	DUE DATE
	of receipt of EPA's comments.
Task 5.1 – Candidate Technologies and Testing Needs Technical Memorandum	No later than the submittal of the Draft RI Report.
Task 5.2.1 – Draft and Final Treatability Testing Work Plan and SAP or Amendments to the Original RI/FS WP, FSP and/or QAPP	(if applicable) Draft Work Plan and SAP are due within 30 days of receipt of comments on the Candidate Technologies and Testing Needs Technical Memorandum, or within 30 days of request from EPA. Final Draft Work Plan and SAP due within 30 days of receipt of comments on the draft Candidate Technologies and Testing Needs Technical Memorandum.
Task 5.2.2 – Draft and Final Treatability Study Health and Safety Plan or Amendment to the Original Health and Safety Plan	(if applicable) With the Treatability Testing Work Plan.
Task 5.2.3 – Draft and Final Treatability Study Evaluation Report	(if applicable) With the Site Characterization Technical Memorandum (Task 3.3.3), the Draft RI Report (Task 4), or in accordance with the schedule in the approved Treatability Testing Work Plan (Task 5.2.1).
Task 6.1.1 – Remedial Action Objectives Technical Memorandum	30 days after receipt of EPA's comments on the Draft RI Report (Task 4).
Task 6.1.2 – Alternatives Screening Technical Memorandum	30 days after receipt of EPA's approval of the Remedial Action Objectives Technical Memorandum.
Task 7.2 – FS Report	Draft FS Report is due 30 days after receipt of EPA's comments on the Alternatives Screening Technical Memorandum. Final FS Report is due 30 days after receipt of EPA's notification of deficiency on the Draft FS Report pursuant to Section 2 of the RI/FS SOW and Section IX of the RI/FS ASAO. Any subsequent revisions, if required, are due within 30 days of receipt of EPA's comments.
Task 8 – Monthly Progress Reports	On the 10th day of each month or the first business day after the 10th of the month

DELIVERABLE	DUE DATE
	commencing 30 calendar days after the effective date of the RI/FS ASAOC.
Miscellaneous Documents	In accordance with the submittal date provided by the RPM.

EXHIBIT B PARTIAL LIST OF GUIDANCE

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RI/FS process. The majority of these guidance documents, and additional applicable guidance documents, may be downloaded from the following websites:

<http://www.epa.gov/superfund/pubs.htm> (General Superfund)
<http://clu.in.org> (Site Characterization, Monitoring and Remediation)
<http://www.epa.gov/ORD/NRMRL/Pubs> (Site Characterization and Monitoring)
http://www.epa.gov/quality/qa_docs.html#guidance (Quality Assurance)
<http://www.epa.gov/superfund/programs/risk/toolthh.htm> (Risk Assessment - Human)
<http://www.epa.gov/superfund/programs/risk/tooleco.htm> (Ecological Risk Assessment)
<http://www.epa.gov/superfund/programs/lead> (Risk Assessment - Lead)
<http://cfpub.epa.gov/ncea> (Risk Assessment - Exposure Factors/Other)
<http://www.epa.gov/nepis/srch.htm> (General Publications Clearinghouse)
<http://www.epa.gov/clariton/clhtml/pubtitle.html> (General Publications Clearinghouse)

1. The (revised) National Contingency Plan.
2. Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9355.3-01, EPA/540/G-89/004, October 1988.
3. Conducting Remedial Investigations/Feasibility Studies for CERCLA Municipal Landfill Sites, EPA, Office of Emergency and Remedial Response, EPA/540/P-91/001, February 1991.
4. Implementing Presumptive Remedies, EPA, Office of Emergency and Remedial Response, EPA-540-R-97-029, October 1997.
5. Presumptive Remedy for CERCLA Municipal Landfill Sites, EPA, OSWER Directive No. 9355.0-49FS, EPA-540-F-93-035, September 1993.
6. Presumptive Remedies: CERCLA Landfill Caps RI/FS Data Collection Guide, EPA, OSWER 9355.3-18FS, EPA/540/F-95/009, August 1995.
7. Presumptive Response Strategy and Ex-Situ Treatment Technologies for Contaminated Ground Water at CERCLA Sites, OSWER 9283.1-12, EPA-540-R-96-023, October 1996.
8. Field Analytical and Site Characterization Technologies Summary of Applications, EPA, EPA-542-F-97-024, November 1997.
9. CLU-IN Hazardous Waste Clean-Up Information World Wide Web Site, EPA, EPA-542-F-99-002, February 1999.

10. Field Sampling and Analysis Technology Matrix and Reference Guide, EPA, EPA-542-F-98-013, July 1998.
11. Subsurface Characterization and Monitoring Techniques: A Desk Reference Guide, Volumes 1 and 2, EPA, EPA/625/R-93/003, May 1993.
12. Use of Airborne, Surface, and Borehole Geophysical Techniques at Contaminated Sites: A Reference Guide, EPA, EPA/625/R-92/007(a,b), September 1993..
13. Innovations in Site Characterization: Geophysical Investigation at Hazardous Waste Sites, EPA, EPA-542-R-00-003, August 2000.
14. Innovative Remediation and Site Characterization Technology Resources, EPA, OSWER, EPA-542-F-01-026b, January 2001.
15. Handbook of Suggested Practices for the Design and Installation of Ground-Water Monitoring Wells, EPA, EPA/600/4-89/034, 1991.
16. Ground Water Sampling Guidelines for Superfund and RCRA Project Managers, EPA, EPA-542-S-02-001, May 2002.
17. Ground Water Issue: Low-Flow (Minimal Drawdown) Ground- Water Sampling Procedures, EPA, EPA/540/S-95/504, April 1996.
18. Superfund Ground Water Issue: Ground Water Sampling for Metals Analysis, EPA, EPA-540-4-89-001, March 1989.
19. Resources for Strategic Site Investigation and Monitoring, EPA, OSWER, EPA-542- F-010030b, September 2001.
20. Region 5 Framework for Monitored Natural Attenuation Decisions for Groundwater, EPA Region 5, September 2000.
21. Ground Water Issue: Suggested Operating Procedures for Aquifer Pumping Tests, EPA, OSWER, EPA/540/S-93/503, February 1993.
22. Technical Protocol for Evaluating Natural Attenuation of Chlorinated Solvents in Ground Water, EPA, EPA/600/R-98/128, September 1998.
23. Use of Monitored Natural Attenuation at Superfund, RCRA Corrective Action and Underground Storage Tank Sites, EPA, OSWER Directive 9200.4-17P, April 21, 1999.

24. Ground Water Issue: Fundamentals of Ground-Water Modeling, EPA, OSWER, EPA/540/S-92/005, April 1992.
25. Assessment Framework for Ground-Water Model Applications, EPA, OSWER Directive #9029.00, EPA-500-B-94-003, July 1994.
26. Ground-Water Modeling Compendium - Second Edition: Model Fact Sheets, Descriptions, Applications and Cost Guidelines, EPA, EPA-500-B-94-004, July 1994.
27. A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents, U.S. EPA, Office of Solid Waste and Emergency Response, OSWER Directive No. 9200.1-23P, EPA 540-R-98-031, July 1999.
28. Region 5 Instructions on the Preparation of a Superfund Division Quality Assurance Project Plan Based on EPA QA/R-5, Revision 0, EPA Region 5, June 2000.
29. Guidance for the Data Quality Objectives Process (QA/G4), EPA, EPA/600/R-96/055, August 2000.
30. Guidance for the Data Quality Objectives Process for Hazardous Waste Sites (QA/G-4HW) EPA, EPA/600/R-00/007, January 2000.
31. Guidance for the Preparation of Standard Operating Procedures (QA/G-6), EPA, EPA/240/B-01/004, March 2001.
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA

----- X	
UNITED STATES OF AMERICA,	:
	:
Plaintiff[s],	:
	:
v.	:
	:
NORMAN DUNIGAN,	:
	:
	:
Defendant.	:
----- X	

Civil No. _____

CONSENT DECREE

April 2021

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I. BACKGROUND

A. The United States of America (“United States”), on behalf of the Administrator of the U.S. Environmental Protection Agency (“EPA”), filed a complaint in this action concurrently with this Consent Decree pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (CERCLA), as amended seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Site which consists of a groundwater plume generally located at the intersection of South Montgomery Street and West Market Street in Spencer, Owen County, Indiana. (“the Site”).

C. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions in the future. The Franklin Street Groundwater Contamination Site is located in Spencer, Owen County, Indiana. The contaminated groundwater plume is located within the Bean Blossom-Patricksum Wellhead Protection Area and the Town of Spencer and encompasses approximately 66.34 acres. Groundwater samples collected at various locations down and upgradient to outside of the 66.54-acre plume are also contaminated with Volatile Organic Compounds (“VOCs”). Tetrachloroethene, also known as perchloroethylene, (“PCE”) and other VOCs were detected in finished water samples collected from a local water treatment plant in April 2016 as part of regularly scheduled required testing for the Indiana Department of Environmental Management. In 2014, IDEM conducted additional sampling and detected PCE in raw water at all three active drinking wells. Monthly raw water samples collected since 2014 continued to show detections of PCE and VOCs. The Site was listed on the National Priorities List by EPA pursuant to CERCLA § 105, 42 U.S.C. § 9605, on January 18, 2018, 83 FR 2576 based on an evaluation of the relative risk posed by a release of VOCs to groundwater and the threat that the releases may pose to drinking water in the area.

D. In performing response action at the Site, EPA has incurred response costs and will incur additional response costs in the future.

E. The United States alleges that Norman Dunigan (“Settling Defendant”) is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred and to be incurred at the Site.

F. The Settling Defendant does not admit any liability to the United States arising out of the transactions or occurrences alleged in the complaint.

G. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter without further litigation and without the admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction

over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon the Settling Defendant and his heirs, successors and assigns.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

“Affected Property” means all real property at the Site and any other real property, owned or controlled by Settling Defendant, where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement response actions at the Site, including, but not limited to, the following properties: from the intersection of South Montgomery Street and West Market Street in Spencer, Owen County, Indiana, and including the contaminated groundwater plume located within the Bean Blossom-Patricksum Wellhead Protection Area and the Town of Spencer.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended.

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the date upon which the approval of this Consent Decree is recorded on the Court's docket.

“EPA” shall mean the U.S. Environmental Protection Agency.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of

interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean the United States and the Settling Defendant.

“Plaintiff” shall mean the United States.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendant” shall mean Norman Dunigan.

“The Franklin Street Groundwater Contamination Site Special Account” shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendant to make a cash payment to resolve his alleged civil liability for the Site under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, as provided in the Covenants by Plaintiff in Section IX, and subject to the Reservations of Rights by United States in Section X.

VI. PAYMENT OF RESPONSE COSTS

5. **Payment of Response Costs.** Settling Defendant shall pay to EPA the principal amount of \$150,000.00. The payment shall be made within 30 days after the Effective Date and, if timely paid, shall include no Interest.

6. Settling Defendant shall make payment at <https://www.pay.gov> in accordance with instructions provided to Settling Defendant by the Financial Litigation Unit (FLU) of the U.S. Attorney’s Office for the Southern District of Indiana after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (CDCS) number, Site/Spill ID Number _____, and DJ Number _____, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Norman Dunigan
c/o David L. Guevara

Taft Stettinius and Hollister
One American Square
Suite 3500
Indianapolis, Indiana 46204

on behalf of Settling Defendant. Settling Defendant may change the individual to receive payment instructions on his behalf by providing written notice to DOJ and EPA of such change in accordance with Section XIV (Notices and Submissions).

7. **Deposit of Payment.** The total amount to be paid pursuant to Paragraph 5 (Payment of Response Costs) shall be deposited by EPA in the Franklin Street Groundwater Contamination Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

8. **Notice of Payment.** At the time of payment, Settling Defendant shall send to EPA and DOJ in accordance with Section XIV (Notices and Submissions), a notice of this payment including references to the CDCS Number, Site/Spill ID Number _____, and DJ Number _____.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

9. **Interest on Payments.** If Settling Defendant fails to make the payment required by Paragraph 5 (Payment of Response Costs) by the required due date, Interest shall accrue on the unpaid balance from the Effective Date through the date of payment.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

12. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

VIII. JUDGMENT

13. Settling Defendant consents to the entry of a judgment in favor of the United States for \$150,000.00, running from the Effective Date until the date of payment.

IX. COVENANTS BY PLAINTIFF

14. Except as specifically provided in Section X (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), regarding the Site. With respect to present and future liability, these covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by

Settling Defendant of his obligations under this Consent Decree. These covenants are also conditioned upon the indemnity certification made by Settling Defendant in Paragraph 27. These covenants extend only to Settling Defendant and do not extend to any other person.

X. RESERVATION OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within Paragraph 14 (Covenants by Plaintiff). Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability based on the ownership or operation of the Site by Settling Defendant when such ownership or operation commences after signature of this Consent Decree by Settling Defendant; and
- d. liability based on Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant.

16. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the financial information or the insurance information provided by Settling Defendant, or the financial, insurance, or indemnity certification made by Settling Defendant in Paragraph 27, is false or, in any material respect, inaccurate.

XI. COVENANTS BY SETTLING DEFENDANT

17. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law, relating to the Site.

18. Except as provided in Paragraph 20 (claims against other PRPs) and Paragraph 26 (Res Judicata and other Defenses), these covenants shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section X (Reservations of Rights by United States), other than in Paragraph 15.a (liability for failure to meet a requirement of the Consent Decree) or 15.b (criminal liability), but only to the extent that Settling Defendant's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

20. Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that it may have for response costs and for natural resource damages and assessment costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendant.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION

21. Except as provided in Paragraph 20 (claims against other PRPs), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section XI (Covenants by Settling Defendant), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

22. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement pursuant to which Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person; provided, however, that if the United States exercises rights under the reservations in Section X (Reservations of Rights by United States), other than in Paragraphs 15.a (liability for failure to meet a requirement of Consent Decree) or 15.b (criminal liability), the "matters addressed" in this Consent Decree will no longer include those response costs or response actions or natural resource damages that are within the scope of the exercised reservation.

23. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of

Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which Settling Defendant has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

24. The Parties further agree, and by entering this Consent Decree, this Court finds that the Settling Defendant has resolved his liability pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), regarding the Site.

25. Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA and DOJ in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA and DOJ within 10 days after service or receipt of any Motion for Summary Judgment, and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

26. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section IX.

XIII. RETENTION OF RECORDS

27. Settling Defendant certifies that, to the best of his knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, documents, or other information (including records, reports, documents and other information in electronic form) (other than identical copies) relating to his potential liability regarding the Site since notification of potential liability by the United States or the State, and that it has fully complied with any and all EPA and State requests for information regarding the Site and Settling Defendant's financial circumstances, including but not limited to insurance and indemnity information, pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law; and

b. fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such insurance policies, indemnity agreements, and information.

XIV. NOTICES AND SUBMISSIONS

28. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals

at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

As to DOJ by email: eescasemanagement.enrd@usdoj.gov

As to DOJ by regular mail: EES Case Management Unit
U.S. Department of Justice
Environment and Natural Resources Division
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # _____

As to EPA: U.S. Environmental Protection Agency
Dion Novak, Remedial Project Manager (SR-6J)
77 West Jackson Boulevard
Chicago, Illinois 60604
(312) 886-4737

As to Setting Defendant: Norman Dunigan
c/o David L. Guevara
Taft Stettinius and Hollister
One American Square
Suite 3500
Indianapolis, Indiana 46204

XV. RETENTION OF JURISDICTION

29. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVI. INTEGRATION

30. This Consent Decree constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

31. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate

that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

32. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE

33. Each undersigned representative of Settling Defendant and the Deputy Chief, U.S. Department of Justice, Environment and Natural Resources Division, Environmental Enforcement Section, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

34. Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

35. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on his behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendant agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XIX. FINAL JUDGMENT

36. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and Settling Defendant. The Court finds that there is no just reason for delay and therefore] enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS __ DAY OF _____, 20__.

United States District Judge

Signature Page for Consent Decree Regarding _____ Superfund Site

FOR THE UNITED STATES OF AMERICA:

Dated

[Name]
Deputy Chief
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611

[Name]
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611

[Name]
United States Attorney
District of _____

[Name]
Assistant United States Attorney
District of _____
[Address]

Signature Page for Consent Decree Regarding _____ Superfund Site

[Name]

Assistant Administrator for Enforcement and
Compliance Assurance

U.S. Environmental Protection Agency

1200 Pennsylvania Avenue, N.W.

Washington, D.C. 20004

[Name]

Regional Administrator, Region ____

U.S. Environmental Protection Agency

[Address]

[Name]

Assistant Regional Counsel

U.S. Environmental Protection Agency

[Address]

Signature Page for Consent Decree Regarding _____ Superfund Site

FOR:

Norman Dunigan

Date

Name (print):

Title:

Address:

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): _____

Title: _____

Company: _____

Address: _____

Phone: _____

email: _____